

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.004

Agenda No. 10.A

Approved: JAN 14 2015

TITLE:



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL
adoption of the following resolution:

offered and moved

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2015 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period; and,

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2015 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above; and,

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2015 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$178,751,872.**

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the aforementioned statutes;

1. An emergency temporary appropriation is hereby created for:

	FROM:	TO:
RECYCLING TONNAGE GRANT	\$0	\$226,085.00
36-478 JERSEY CITY EMPLOYEE RETIREMENT	\$0	\$2,000,000.00

TOTAL INCREASE \$2,226,085.00

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2015 Municipal Budget.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution**RESOLUTION AUTHORIZING APPROVAL OF THE CALENDAR YEAR
2015 TEMPORARY BUDGET****Initiator**

Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	(201) 547-5042	JMETRO@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Resolution is to add a new grant and fund the Jersey City Employee Retirement account in the Calendar Year 2015 temporary budget.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.005

Agenda No. 10.B

Approved: JAN 14 2015

TITLE:



CANCELLATION OF 2014 REAL ESTATE TAXES ON BLOCK 24001 LOT 62, ALSO KNOWN AS 140 BIDWELL AVENUE, BLOCK 21404 LOT 19, ALSO KNOWN AS 160 RANDOLPH AVENUE, BLOCK 29201 LOT 2, ALSO KNOWN AS 243 PEARSALL AVENUE, DUE TO VETERANS EXEMPTION

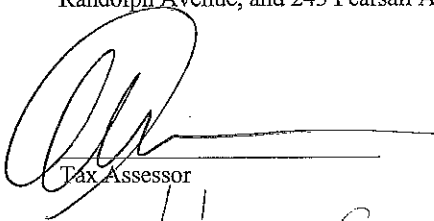
COUNCIL OFFERED, AND MOVED ADOPTION
OF THE FOLLOWING RESOLUTION:

WHEREAS, Block 24001 Lot 62, Block 21404 Lot 19, and Block 29201 Lot 2 were all fully assessed for the tax year 2014; and

WHEREAS, the Tax Assessor granted a 2014 prorated Veterans Tax Exemption under N.J.S.A 54:4-3.30 for Block 24001 Lot 62 for 8 months, Block 21404 Lot 19 for 7 months and Block 29201 Lot 2 for 2 months; and

WHEREAS, the Tax Collector and Tax Assessor would like to cancel charges in the amount of \$ 1382.72 on Block 24001 Lot 62, \$ 1582.82 for Block 21404 Lot 19, \$ 517.90 for Block 29201 Lot 2; and

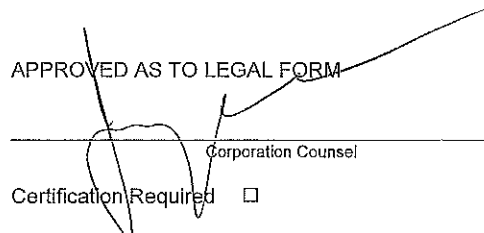
NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the 2014 real estate taxes in the amount of \$ 1382.72 on Block 24001 Lot 62, \$ 1582.82 for Block 21404 Lot 19, \$ 517.90 for Block 29201 Lot 2, also known as 140 Bidwell Avenue, 160 Randolph Avenue, and 243 Pearsall Avenue is hereby canceled and refunded.


Tax Assessor

APPROVED: 

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required ☐

Not Required ☐

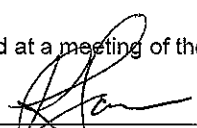
APPROVED 9-0

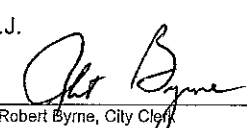
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

CANCELLATION OF 2014 REAL ESTATE TAXES ON BLOCK 24001 LOT 62, ALSO KNOWN AS 140 BIDWELL AVENUE, BLOCK 21404 LOT 19, ALSO KNOWN AS 160 RANDOLPH AVENUE, BLOCK 29201 LOT 2, ALSO KNOWN AS 243 PEARSALL AVENUE, DUE TO VETERANS EXEMPTION

Initiator

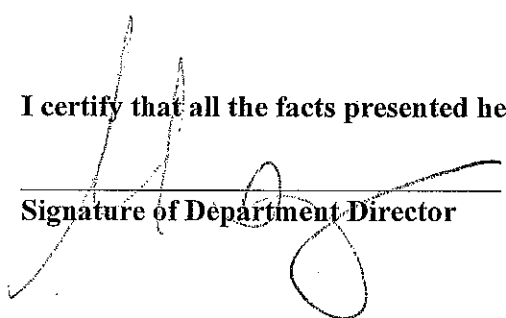
Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To grant a 2014 prorated Veterans Tax Exemption under N.J.S.A 54:4-3.30

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.006
Agenda No. 10.C
Approved: JAN 14 2015
TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 296-298 VAN HORNE STREET A/K/A BLOCK 17402, LOT 16

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, Gregorio and Guadalupe Monegro, the owners of 296-298 Van Horne Street a/k/a Block 17402, Lot 16 f/k/a Block 2077, Lot 47, participated in the City of Jersey City's ("City") Community Development Block Grant (CDBG) Program; and

WHEREAS, the owners received a \$52,000.00 loan from the City on September 25, 1992 for the purpose of financing the purchase of a two-family residential unit; and

WHEREAS, the City's loan self-amortizes provided that the homeowners reside in the property, do not sell the property and the property remains affordable to low and moderate income households during the restricted period of twenty (20) years; and

WHEREAS, in addition, the City is entitled to a recapture amount at the first non-exempt sale of the property after the restrictions have ended; and

WHEREAS, the City's loan was recorded as a second mortgage against the property; and

WHEREAS, the owners desire to refinance the first mortgage in order to obtain lower monthly mortgage payments; and

WHEREAS, in order to obtain the new mortgage, Quicken Loans, Inc., its successors and/or assigns, requires that the City's mortgage be made subordinate to its first mortgage; and

WHEREAS, the amount of the new loan is \$101,037.00; and

WHEREAS, even though the twenty (20) year restricted period has expired, the City cannot discharge its mortgage because of the recapture provision in the mortgage, therefore, the City's lien shall remain in second lien position; and

WHEREAS, the City by its Department of Housing and Economic Development has determined that the value of the property supports the amount of the new loan and the City's loan; and has further reviewed the title commitment and determined that there are no other judgments or loans affecting the property.

City Clerk File No. Res. 15.006Agenda No. 10.C JAN 14 2015

TITLE:

**RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE
SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 296-298
VAN HORNE STREET A/K/A BLOCK 17402, LOT 16**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute a mortgage subordination agreement, in a form to be approved by the Corporation Counsel, subordinating the City's lien affecting 296-298 Van Horne Street, also known as Block 17402, Lot 16 f/k/a Block 2077, Lot 47, to the interests of a new first mortgage with Quicken Loans, Inc.

HW
12/31/14

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

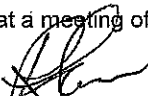
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution Authorizing The Execution of a Mortgage Subordination Agreement Affecting The Property Known As 296-298 Van Horne Street A.K.A. Block 17402, Lot 16

Initiator

Department/Division	HEDC	Community Development
Name/Title	Carmen Gandulla	Director
Phone/email	201-547-5304	Cgandulla@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

It is necessary for the City to subordinate its mortgage to allow the owners of 296-298 Van Horne Street to refinance their property with a new first mortgage.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.007

Agenda No. 10.D

Approved: JAN 14 2015



TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING PROGRAM CONTRACTS FOR SUMMER YOUTH PROGRAMS UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT – PUBLIC SERVICES (CDBG) FOR PROGRAM YEAR APRIL 1, 2013 THROUGH MARCH 30, 2014

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, the United States Department of Housing and Urban Development (HUD) has awarded the City of Jersey City \$5,450,102 in Community Development Block Grant (CDBG) funds for Fiscal Year 2013; and

WHEREAS, as noted in resolution number 13-578 approved on August 28, 2013, the City reserved \$100,000 in CDBG – Public Services funds for summer youth programs; and

WHEREAS, the City awarded funding to various agencies under resolution number 14-391 approved on June 11, 2014; however, funds in the amount of \$21,444.00 are being reprogrammed for projects noted below because the projects were cancelled and not complete as required; and

Agency	Cancelled Balance
Hudson Repertory Dance Theater	\$10,000.00
Puertorriqueños Asociados for Community Organization (PACO)	\$11,444.00
Total	\$21,444.00

WHEREAS, as a result of the above referenced cancellations, a total of \$21,444.00 is available for reprogramming; and

WHEREAS, this cancelled balance must be reallocated for other FY2013 CDBG Summer Youth programs that were able to expeditiously expend funds; and

WHEREAS, the City would like to reprogram the cancelled balance of \$21,444.00 to the Jersey City Economic Development Corporation's JC Summer Works Summer Youth Employment and Enrichment Initiative which provided youth employment and enrichment opportunities for Jersey City residents ages 15 – 21.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the Mayor or Business Administrator is hereby authorized to amend contracts under the Community Development Block Grant – Public Services program as noted below.

Vendor	Reallocated Amount	Account No.	P.O. No.
Jersey City Economic Development Corporation	\$21,444.00	55-200-56-851-519	115578
TOTAL	\$21,444.00		

I, Donna Mauer, hereby certify that sufficient funds in the amount of \$21,444.00 are available in accounts noted above.

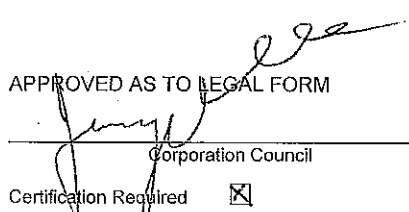

Donna Mauer
Chief Financial Officer

APPROVED: 

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Council

Certification Required ☒

Not Required ☐

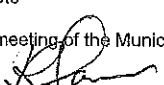
APPROVED 9-0

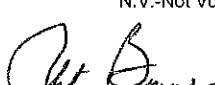
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr, President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING PROGRAM CONTRACTS FOR SUMMER YOUTH PROGRAMS UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT – PUBLIC SERVICES (CDBG) FOR PROGRAM YEAR APRIL 1, 2013 THROUGH MARCH 30, 2014

Project Manager

Department/Division	HEDC	Division of Community Development
Name/Title	Erin Ross	Senior Program Analyst
Phone/email	201-547-4550	rosse@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Summer youth recreation projects that involve low-income summer recreational and employment that will expose youth to experiences beyond the horizons of urban youth.

Cost (Identify all sources and amounts)

Grant Funds – CDBG-Public Services
(\$21,444.00)

Contract term (include all proposed renewals)

July 1, 2014 – August 30, 2014

Type of award

If "Other Exception", enter type

Community Development Block Grant (CDBG) Funds

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

12/19/14
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.008

Agenda No. 10.E

Approved: JAN 14 2015

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE CLINTON AVENUE STUDY AREA FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT OR REHABILITATION

WHEREAS, pursuant to NJSA 40A:12A-6.a., the Municipal Council, by Resolution, may authorize the Planning Board to undertake a preliminary investigation to determine whether an area is, or is not, an "area in need of redevelopment", as defined by NJSA 40A:12A-3, or "an area in need of rehabilitation", as defined by NJSA 40A:12A-14.; and

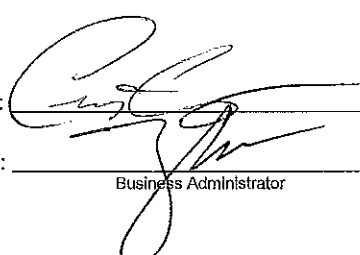
WHEREAS, pursuant to NJSA 40A:12A-6.a., such determination shall be made after public notice and public hearing of the Planning Board as provided by NJSA 40A:12A-6.b.; and

WHEREAS, pursuant to NJSA 40A:12A-7.f, the Municipal Council may direct the Planning Board to prepare a redevelopment plan for the adoption by the City Council; and

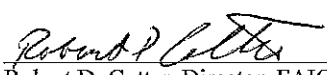
WHEREAS, the study area contains vacant land, dilapidated structures, and appears to exhibit the characteristics qualifying as an area in need of redevelopment or rehabilitation; and

WHEREAS, the study area is consistent with the attached map labeled "Clinton Avenue Study Area Boundary Map" dated January 5, 2015; and

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the Planning Board be and hereby is authorized to conduct a preliminary investigation into conditions of the above referenced properties to determine if said study area qualifies as an "area in need of redevelopment" or an "area in need of rehabilitation" as a "Non-Condemnation Redevelopment Area" without the authorization to use Eminent Domain, and if the requisite conditions are determined to exist, to review and recommend to the Municipal Council a Redevelopment Plan, which shall include the said property within the Plan and possibly incorporate adjacent property from adjacent redevelopment plan areas.

APPROVED: 

APPROVED: _____
Business Administrator


Robert D. Cotter, Director, FAICP, PP
Division of City Planning

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required ☐

Not Required ☐

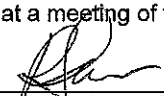
APPROVED 9-0

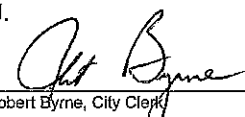
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET

1. Full Title of Resolution:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY
CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A
PRELIMINARY INVESTIGATION OF CONDITIONS OF THE CLINTON
AVENUE STUDY AREA FOR DETERMINATION AS AN AREA IN NEED OF
REDEVELOPMENT OR REHABILITATION**

2. Name and Title of Person Initiating the Resolution:

Anthony Cruz, Director, Department of Housing, Economic Development and Commerce

3. Concise Description of the Plan Proposed in the Resolution:

Authorizes the Planning Board to undertake a study to determine whether the Study Area meets the statutory criteria of an "area in need of redevelopment" or an "area in need of rehabilitation" warranting the adoption of a redevelopment plan for the area.

4. Reasons for the Proposed Plan:

This resolution authorizes the Planning Board to study the Clinton Ave Study Area, consistent with the attached map labeled "Clinton Avenue Study Area Boundary Map" dated January 5, 2015. The study area contains vacant land, dilapidated structures, and appears to exhibit the characteristics qualifying as an area in need of redevelopment. If the requisite conditions are determined to exist, it allows for the review and recommendation to the Municipal Council a proposed Redevelopment Plan, which shall include the said properties within the Plan. 25 Clinton Ave, which is within the study area boundary is owned by the Jersey City Redevelopment Agency.

5. Anticipated Benefits to the Community:

The continued existence of these lands in their vacant and underutilized condition is a detriment to the community. Through the powers of the redevelopment statutes, a unified redevelopment of these blocks can be supported.

6. Cost of Proposed Program, Project, etc.: \$0.00, all work done in house

7. Date Proposed Program or Project will commence: Upon Adoption

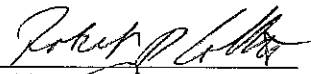
8. Anticipated Completion Date: N/A

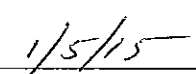
9. Person Responsible for Coordinating Proposed Program, Project, etc.:

Robert D. Cotter, Director, City Planning 547-5050
Jeff Wenger, Principal Planner 547-5010

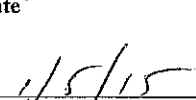
10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.


Division Director


Date


Department Director Signature

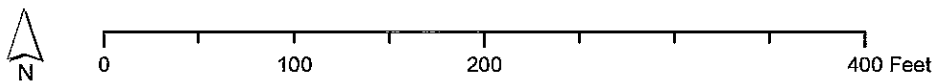

Date



CLINTON AVENUE STUDY AREA
BOUNDARY MAP

JANUARY 5, 2015

1 inch = 100 feet



Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 15.009
Agenda No. _____ 10.F
Approved: _____ JAN 14 2015
TITLE: _____



RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH THE JERSEY CITY RESERVOIR PRESERVATION ALLIANCE, INC. GRANTING PERMISSION TO ENTER ONTO THE CITY-OWNED PROPERTY KNOWN AS RESERVOIR NO.3 ALSO KNOWN AS BLOCK 4802 LOT 1

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, the City of Jersey City (City) owns real property known as Reservoir No. 3 also known as Block 4802 Lot S (Property); and

WHEREAS, the Jersey City Reservoir Preservation Alliance, Inc. (Reservoir Alliance) is a private non-profit corporation of the State of New Jersey; and

WHEREAS, the Reservoir Alliance desires the City's permission to enter the Property for the purposes of providing public access to the Property for the public benefit and enjoyment; and

WHEREAS, the Reservoir Alliance agrees to execute the license agreement attached hereto,

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) the Reservoir Alliance and its guests or invitees are authorized to enter onto the Property for the purpose of performing the activities described in the license agreement attached hereto;
- 2) subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the license agreement attached hereto; and
- 3) the term of this license agreement shall be from March 1, 2015 through December 31, 2015

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH THE JERSEY CITY RESERVOIR PRESERVATION ALLIANCE, INC. GRANTING PERMISSION TO ENTER ONTO CITY-OWNED PROPERTY KNOWN AS RESERVOIR NO. 3 ALSO KNOWN AS BLOCK 4802 LOT 1

Initiator

Department/Division	Administration	Real Estate
Name /Title	Steve Miller	Confidential Assistant
Phone/E-Mail	(201) 206-9531	SteveM@jenj.org

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

THE JERSEY CITY RESERVOIR PRESERVATION ALLIANCE, INC. IS A NON-PROFIT CORPORATION OF THE STATE OF NEW JERSEY. THEY WILL PROVIDE PUBLIC ACCESS TO THE PROPERTY FOR EDUCATIONAL TOURS AND PROGRAMS, RECREATIONAL PROGRAMS, LIGHT MAINTENANCE WORK, FISHING EVENTS PROVIDED THEY ARE CO-SPONSORED BY THE CITY'S DIVISION OF RECREATION AND WATER BASED RECREATION (KAYAKING).

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date



Steve Latham
President

201-725-9219
Tel: 201-656-3235
jcrsreservoir@gmail.com
www.jcrsreservoir.org

AARP, JC Chapter 5102

Embankment Preservation
Coalition

Friends of Liberty State
Park

Hackensack Riverkeeper

Heights Community
Relations Council

Heights Hope Neighborhood
Association

Heights Pride Committee

Jersey City Tree Committee

Jersey City Landmarks
Conservancy

Pershing Field Garden
Friends

PS #8 Neighborhood Block
Association

Riverview Neighborhood
Association

Sherman Place Block
Association

Sgt. Anthony Park
Association



JERSEY CITY RESERVOIR PRESERVATION ALLIANCE

City of Jersey City
380 Grove St
Jersey City, N.J. 07302

Jersey City Law Dept
And Jersey City Real Estate Dept
365 Summit Ave,
Jersey City, N.J. 07306

To Whom it may concern
The Jersey City Reservoir Preservation Alliance
would like the City of Jersey City and the
Jersey City City Council to approve the
2015 licensing agreement between the
J.C.R.P.A. and the City of Jersey City that
allows the public to use Reservoir 3 in
the Heights section of the city from Jan 1
2015 thru Dec 30, 2015. We would like
the same language as the 2014 licensing
agreement.

Thank you
Cynthia W. Namara
131 Sherman Ave
Jersey City, N.J. 07307
201-656-2074

LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2014 between the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as " City" of " Licensor") and the Jersey City Reservoir Preservation Alliance, Inc., a private nonprofit corporation (hereinafter referred to as " Licensee" or Reservoir Alliance"), having offices at 921 Bergen Avenue, Jersey City, New Jersey 07306 c/o Irwin M. Rosen, Esq. By this agreement the City grants permission (License") to the Licensee to enter onto property owned by the City known as Reservoir No. 3 and designated on the City's tax map as Lot 1 in Block 4802 formerly known as Lot S in Block 835 (hereinafter referred to as the " Premises").

Licensee, and/ or its guests and invitees, are permitted to enter the Premises for the purpose of providing public access to the Premises as described in this License Agreement and subject to the terms and conditions of this Agreement set forth below.

1. The term of this License Agreement is as follows:

From March 1, 2015 through October 31, 2015 (" License Public Use Term "), Licensee shall be permitted to use the Premises during daylight hours as follows: (i) Saturdays and Sundays from 8:00a.m. to sunset beginning on March 31, 2015 through and including October 31, 2015 for public access to the Premises; (ii) on weekdays for supervised tours; and (iii) every day to Reservoir Alliance board members for the purpose of maintenance and monitoring of the premises; and (iv) beginning on March 31, 2015 through October 31, 2015 from 3:00p.m. until sunset for the purpose of fishing. The Licensee shall be permitted to use the Premises for special events provided Licensee notifies the City Risk Manager at least seven (7) days prior to the date of the special event and obtains the written approval of the Risk Manager to conduct the special event.

From October 31, 2015 though December 31, 2015 ("License Maintenance Use Term"), Licensee, its volunteers and City personnel shall be permitted to use the Premises during daylight hours every day for the purpose of maintenance, repairs, tours, and monitoring of the premises.

2. The Licensee shall be permitted to use the Premises during the License Public Use Term for the following activities:

- (a) educational tours and programs;
- (b) recreational programs;
- (c) light maintenance work;
- (d) fishing events provided they are co-sponsored by the City's Division of Recreation; and
- (e) water based recreation (kayaking).

3. All public use activities listed in par. 2 above, will be under the direct supervision of the Reservoir Alliance.

4. Licensee shall conduct the activities listed in par. 2 above, for public benefit and enjoyment.
5. Licensee may conduct the activities listed in par 2 above in cooperation with the City of Jersey City, its department and agencies, partnering institutions, organizations and community groups.
6. Licensee's use of the Premises shall be subject to the following:
 - (a) Licensee shall obtain liability insurance and such other types of insurance as deemed necessary by the City's Risk Manager. The amount of the liability insurance shall be \$5,000,000.00. The amounts of other insurance coverages shall be determined by the City's Risk Manager.
 - (b) Prior to the beginning of the License Public Use Term, the Reservoir Alliance shall provide the City with a list of its current officers and directors.
 - (c) Licensee shall clean the Premises prior to the start of all special events and at the conclusion of all special events.
7. Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the use of the Premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, the City shall have the right to make such repairs and the Licensee agrees to reimburse the City for all costs and expenses thereof.
8. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.
9. The permission to use the Premises is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permissions and approvals.
10. The entire agreement between the City and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.
11. City officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.
12. The Licensee's use of the Premises shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use.

13. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the Premises.

14. The Licensee shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee's use of the Premises. Licensee will supply the City with a copy of its insurance liability policy. The amount of the insurance shall be \$5,000,000.00. The City shall be named as an insured party. All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the Licensee's use of the property shall be reported immediately to the City of Jersey City, Division of Risk Management and the Business Administrator as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

15. The Licensee's use of the Premises shall be in accordance with all applicable federal, state, county, and City laws and regulations including but not limited to health ordinances and regulations of the City of Jersey City which are applicable to the intended use of the Premises by the Licensee.

16. All equipment installed or used by the Licensee in connection with its use of the Premises that may be removed without damage to the Licensor's Premises shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the agreement, or not later than two (2) weeks thereafter. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.

17. The License shall provide in writing to the Licensor the name of one (1) authorized representative of the Licensee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.

18. All Notices between the parties hereto shall be addressed and delivered to the following:

Licensor:	Business Administrator	Licensee:	Cynthia A. Hadjiyannis, Esq.
	City of Jersey City		Jersey City Reservoir
	280 Grove Street		Preservation Alliance, Inc.
	Jersey City, NJ 07302		P.O. Box 7833
			Jersey City, NJ 07307-0833

19. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of Licensee. The Licensee shall not assign this Agreement, or any part thereof, or occupy the property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

20. All of the above terms and conditions shall be binding on the Licensee, Licensor and all other parties connected with the event for which the Premises are herein licensed. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

21. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.

22. This Agreement shall be renewable for subsequent License Terms, upon approval of the City Council.

Please indicate the Licensee's acceptance of the foregoing by signing and dating the duplicate originals hereof.

Agreed to this _____ day of _____, 2014

Jersey City Reservoir Preservation
Alliance, Inc. (Licensee)

City of Jersey City
(Licensor)

By: _____
Steve Latham, President

Attest: _____

Attest: _____
Robert Byrne
City Clerk

By: _____
Robert Kakolesski, Acting
Business Administrator

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.010

Agenda No. 10.G

Approved: JAN 14 2015

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO TAPCO, INC. FOR THE PURCHASE AND DELIVERY OF A GUARD BOOTH FOR THE DEPARTMENT OF ADMINISTRATION (ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION) THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

COUNCIL AS A WHOLE, offered and moved adoption of the following Resolution:

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the U.S. Communities Government Purchasing Alliance is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, the Department of Administration (Architecture/Engineering/Traffic & Transportation), need a guard booth for the new DPW Municipal Complex; and

WHEREAS, Resolution 14.626 approved on September 23, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the **U.S. Communities Government Purchasing Alliance**; and

WHEREAS, the Department of Administration (Architecture, Engineering, Traffic & Transportation) wishes to purchase a guard booth from TAPCO, Inc., 5100 W. Brown Deer Road, Brown Deer, Wisconsin 53223; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, the sum of Twenty Seven Thousand, Eight Hundred Seventy Five Dollars (\$27,875.00) is available in **Capital Account 04-215-55-886-990** and;

<u>Account No.</u>	<u>PO #:</u>	<u>Amount:</u>
04-215-55-886-990	115790	\$27,875.00

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned TAPCO, Inc. be accepted and that a contract be awarded to said company in the above amount and the City Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and be it further

(Continued on page 2)

City Clerk File No. Res. 15.010Agenda No. 10.6 JAN 14 2015

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO TAPCO, INC. FOR THE PURCHASE AND DELIVERY OF A GUARD BOOTH FOR THE DEPARTMENT OF ADMINISTRATION (ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION) THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

RESOLVED, this contract award shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account No.
04-215-55-886-990

PO #:
115790

Amount:
\$27,875.00

APPROVED: _____
Peter Polgado, Director of Purchasing,
QPA, RPPO

December 30, 2014
Date

PR/pv
12/30/14

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO TAPCO, INC. FOR THE PURCHASE AND DELIVERY OF A GUARD BOOTH FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION THROUGH THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE.

Project Manager

Department/Division	Administration	Architecture, Engineering and Traffic Transportation
Name/Title	Brian Weller	Director
Phone/email	201-547-5800	bweller@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this resolution is to purchase:

- One (1) Duraluminum Building Restroom for the New Municipal Complex.
- To be used by the private security guards.
- Size of the booth is 12 ~~ft~~ by 7 ~~ft~~
- Cost of the booth is \$27,875.00
- Model R-14484 (12' x 7' Nominal), Wall & Ceiling Insulation, R-10

Cost (Identify all sources and amounts)

04-215-55-886-990 (DPW/JCIA PROJECT
Capital Account) Amount = \$27,875.00

Contract term (include all proposed renewals)

This is a one (1) time purchase.

Type of award

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

If "Other Exception", enter type

Additional Information

Lever Entry Lockset ADA
.1875 Tinted Tempered
Perimeter Solid Wall Panels - 4 ft. Nom.
Interior Partition Walls
Aluminum Tread plate Floor
Floor Insulation, R-10
Standard Floor Access Cutout
100A, 1Phase, 12 Circuit Load Center w-Main Breaker
115V, GFI Duplex Outlet
Duplex 115V and Single 230V Standard Outlet
Wall Switch

Signature of Department Director

Signature of Purchasing Director

Date

Date



SALES QUOTE

5100 West Brown Deer Road, Brown Deer, Wisconsin 53223
 Phone 1-800-236-0112 • www.tapconet.com • Fax 1-800-444-0331

Customer Copy

Number	Q137592
Date	11/13/2014
Page	1



Sell To Cust. C41017	City of Jersey City Louis Strikowsky 1 Journal Square Plaza JERSEY CITY, NJ 07306 USA			Ship To Cust.	City of Jersey City Louis Strikowsky 1 Journal Square Plaza JERSEY CITY, NJ 07306 USA	
Reference #	Expires	Slsp	Terms	Freight	Ship Via	
BOOTH	12/13/2014	Mark Henke	Net 30 DAYS	PREPAID	BEST RATE	

Item	Description	Quantity	UM	Price	UM	Extension
123177	Duraluminum Building, Model 14484, 12'x7' with Restroom	1	EA	27,875.00	EA	\$27,875.00

Shipment within _____
 Acceptance By _____
 Date _____
 By _____

Merchandise	Freight	Tax	Total
\$27,875.00	\$0.00	\$0.00	\$27,875.00

THANK YOU FOR CALLING TAPCO!!! THIS OFFER IS SUBJECT TO TERMS AND CONDITIONS SHOWN ON REVERSE SIDE

[About](#) [News & Events](#) [Resources](#) [Contact Us](#)
[PRODUCTS & SOLUTIONS](#) [CONTRACT DOCUMENTS](#) [SHOP](#) [REGISTER](#) [LOGIN](#)

TAPCO Contract

[Home](#) > [Traffic and Parking Control Co](#)
REGISTER
 or sign in

Solutions

 BY SUPPLIER ([show all ->](#))

BY CATEGORY

[Facilities](#)
[Office & School](#)
[Specialty](#)
[Technology](#)

Main Menu

JUMP TO:

[Solicitations](#)
[About](#)
[News & Events](#)
[Resources](#)
[Shop](#)
[Solutions](#)
[Contact Us](#)
[Education Purchasing](#)
[Government Purchasing](#)
[Nonprofit](#)
[Go Green Program](#)
[Innovation Exchange](#)

Traffic Control Products and Solutions

Lead Agency:

Barron County, Wisconsin

3 year initial term, March, 01, 2014 to February 28, 2017

Option to renew for (3) additional (1) year periods

Postings

Number of suppliers who responded to RFP: 2

Posting Information:

 U.S. Communities: Current
 Solicitations

Onvia Demand Star

Barron County

Canadian MERX Public Tenders

Association of Oregon Counties

State of Hawaii and Oregon

Date Posted:

Oct 21, 2013-Nov 25, 2013

Oct 21, 2013-Nov 25, 2013

Oct 21, 2013-Nov 25, 2013

Oct 21, 2013-Nov 25, 2013

Oct 21, 2013-Nov 25, 2013

Oct 21, 2013-Nov 25, 2013

Contract Documents:

Contract No. 2013-100

Amendment

RFP Documents:

 RFP 2013-100 Traffic
 Control Products and
 Solutions

 RFP 2013-100 Attachment
 B Market Basket Pricing

 RFP 2013-100 Addendum
 No 1

RFP Posting Document

U.S. COMMUNITIES | NATIONAL COOPERATIVE PURCHASING PROGRAM



Getting Started

- Program Overview
- How It Works
- FAQs



Why Use U.S. Communities

- What Makes Us Different
- Webinars & Events
- Supplier Commitments



Discounts on Brands

- Products & Suppliers
- Online Marketplace
- Solicitations



Over 55,000 agencies trust U.S.

- Who Uses U.S. Communities?
- Cooperative Standards
- State Statutes

[CONTACT US](#)
[BECOME A SUPPLIER](#)
[ABOUT US](#)
[LEGAL](#)
[PRIVACY](#)
[MICPA](#)

[Home](#) > [Resources](#) > [State Statutes](#)**REGISTER**
or Sign In**Solutions**BY SUPPLIER ([show all](#))

BY CATEGORY

Facilities

Office & School

Specialty

Technology

Main Menu

JUMP TO:

[Solicitations](#)[About](#)[News & Events](#)[Resources](#)[State Statutes](#)[Piggybacking in NY](#)[NJ Cooperative
Purchasing](#)[Cooperative Standards](#)[MICPA](#)[FAQs](#)[Additional Resources](#)[Become a Supplier](#)[Shop](#)[Solutions](#)[Contact Us](#)[Education Purchasing](#)[Government Purchasing](#)[Nonprofit](#)[Go Green Program](#)Select to View Other State/Territory Statutes: ☒[All State Statutes List](#)

State of New Jersey Statutes

Title 52 State Government, Departments and Officers

Chapter 52:34-6.2 Cooperative purchasing agreements with other states for purchase of goods, services; rules, regulations

Section 7

a. Notwithstanding the provisions of any other law to the contrary except the provisions of R.S.30:4-95, and as an alternative to the procedures concerning the awarding of public contracts provided in P.L.1954, c.48 (C.52:34-6 et seq.), the Director of the Division of Purchase and Property in the Department of the Treasury may enter into cooperative purchasing agreements with one or more other states, or political subdivisions thereof, for the purchase of goods and services. A cooperative purchasing agreement shall allow the jurisdictions which are parties thereto to standardize and combine their requirements for the purchase of a particular good or service into a single contract solicitation which shall be competitively bid and awarded by one of the jurisdictions on behalf of jurisdictions participating in the contract.

b. (1) The director may elect to purchase goods or services through a contract awarded pursuant to a cooperative purchasing agreement whenever the director determines this to be the most cost-effective method of procurement. Prior to entering into any contract to be awarded or already awarded through a cooperative purchasing agreement, the director shall review and approve the specifications and proposed terms and conditions of the contract.

(2) The director may also elect to purchase goods or services through a contract awarded pursuant to a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process, in which other states participate, whenever the director determines this to be the most cost-effective method of procurement. Prior to entering into any contract to be awarded through a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process, the director shall review and approve the specifications and proposed terms and conditions of the contract.

(3) Notwithstanding any other law to the contrary, any contracting unit authorized to purchase goods, or to contract for services, may make purchases and contract for services through the use of a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey, or within any other state, when available. Prior to making purchases or contracting for services, the contracting unit shall determine that the use of the cooperative purchasing agreement shall result in cost savings after all factors, including charges for service, material, and delivery, have been considered.

For purposes of this paragraph, "contracting unit" means any county, municipality, special district, school district, fire district, or any board, commission, committee, authority or agency, which is not a State board, commission, committee, authority or agency, and which has administrative jurisdiction over any district, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercises functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts awarded by a contracting agent for the provision or performance of goods or services.

Generate New Jersey Department of Community Affairs Cooperative Purchasing Publication Notice

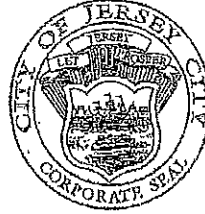
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14-526

Agenda No. 10.1

Approved: SEP 23 2014

TITLE:



RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE COOPERATIVE PURCHASING SYSTEM

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, N.J.S.A. - 52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, U.S. Communities Government Purchasing Alliance is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

WHEREAS, the U.S. Communities Government Purchasing Alliance has offered the City of Jersey City (City) the opportunity to participate in a Cooperative Purchasing System for the purchase of goods and services; and

WHEREAS, the City desires to join the U.S. Communities Government Purchasing Alliance to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Purchasing Agent is authorized to complete an on-line registration form that will allow the City to participate in the U.S. Communities Government Purchasing Alliance; and
2. The City of Jersey City shall ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other provisions of the revised statutes of the State of New Jersey.

APPROVED: [Signature] 9/15/14

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.23.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0849576 FOR TRAFFIC & PARKING CONTROL
CO.,INC. IS VALID.

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : TAPCO (Traffic & Parking Control Co., Inc.)
Address : 5100 W. Brown Deer Rd. Brown Deer, WI 53003
Telephone No. : 800-236-0112
Contact Name : Mark Henke

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
Division of Purchase & Property Contract Compliance Audit Unit EEO Monitoring Program
VENDOR ACTIVITY SUMMARY REPORT

☐ NEW HIRES ☐ PROMOTIONS ☐ TRANSFERS ☐ TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____

DATES OF PAYROLL PERIOD USED: FROM 5/10/14 TO 5/23/14

NAME OF FACILITY:

TAPCO (Traffic & Parking Control Co., Inc)
Street _____ City _____ County _____ State _____ Zip Code _____

JOB CATEGORIES	Total	MALE					Total	FEMALE				
		Black	Hispanic	AM.Indian	Asian	Non-Min.		Black	Hispanic	AM.Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	19	0	0	0	0	19	2	0	0	0	0	2
PROFESSIONALS	14	0	2	0	0	12	6	0	0	0	0	6
TECHNICIANS	26	5	0	0	0	21	1	0	0	0	0	1
SALES WORKERS	20	1	0	0	0	19	12	1	0	0	0	11
OFFICE & CLERICAL	14	3	1	0	0	10	12	1	0	0	1	10
CRAFTWORKERS	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	34	8	5	0	1	20	1	0	1	0	0	0
LABORERS	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	127	17	8	0	1	101	34	2	1	0	1	30

I certify that the information on this Form is true and correct.

NAME OF PERSON COMPLETING FORM (Print or Type)

SIGNATURE

DATE SUBMITTED

LAST

FIRST

MI

Bergholz Andrew R. Brown Deer WI 53223 (262) 814-7338
ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO., EXTENSION)

5100 W. Brown Deer Rd. Brown Deer, WI 53223 (262) 814-7000

STATE OF NEW JERSEY

**Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program**

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input checked="" type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 101
4. COMPANY NAME TAPCO (Traffic & Parking Control Co., Inc.)		
5. STREET 5100 W. Brown Deer Rd.	CITY Brown Deer	COUNTY Milwaukee
STATE WI	ZIP CODE 53223	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) none		
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ []		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT []		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY	COUNTY	STATE
		ZIP CODE

Official Use Only	DATE RECEIVED	NAUG DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

[illegible]

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance.)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Andrew Bergholz - VP

Representative's Signature: [Signature]

Name of Company: TRACO (Traffic & Parking Control Co., Inc.)

Tel. No.: 201-814-7338 Date: 1/13/14

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF AUTHORITY

TRAFFIC AND PARKING CONTROL CORPORATION

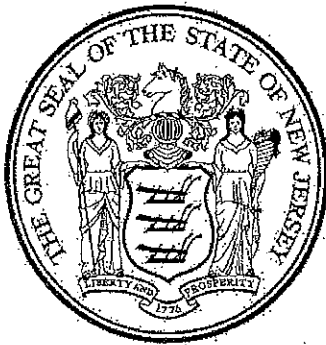
0400702289

The above-named FOREIGN FOR-PROFIT CORPORATION was duly filed in accordance with New Jersey state law on 11/13/2014 and was assigned identification number 0400702289. Following are the articles that constitute its original certificate.

1. **Name:**
TRAFFIC AND PARKING CONTROL CORPORATION
2. **Registered Agent:**
INCorp SERVICES, INC.
3. **Registered Office:**
208 WEST STATE STREET
TRENTON, NJ 08608 1002
4. **Business Purpose:**
DISTRIBUTION OF TRAFFIC AND PARKING PRODUCTS
5. **Incorporated Under the Laws of:**
WISCONSIN on 04/01/1961
6. **Main Business Address:**
5100 W. BROWN DEER RD.
BROWN DEER , WI 53223

Signatures:

ANDREW BERGHOLZ



Certification# 134192442

Verify this certificate at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed my
Official Seal at Trenton, this
13th day of November, 2014*

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P Sidamon-Eristoff
State Treasurer

Andy Bergholz

From: Mary Ann Mayer, SPHR
Sent: Thursday, November 13, 2014 2:37 PM
To: Andy Bergholz
Subject: FW: AAP Submittal TAPCO--APPROVED
Attachments: image003.jpg; image004.gif

Importance: High
Sensitivity: Confidential

Hi: Below is the notification from the City of Madison approving our Affirmative Action Plan. MAM

Mary Ann Mayer, SPHR
Human Resources Director
TAPCO
262-649-5189

-----Original Message-----

From: Hanaman, Dana [mailto:DHanaman@cityofmadison.com]
Sent: Friday, November 07, 2014 7:12 PM
To: Mary Ann Mayer, SPHR; McCarthy, Kathleen
Subject: RE: AAP Submittal TAPCO--APPROVED
Importance: High
Sensitivity: Confidential

Dear Mary, EEO/AA Officer:

Please be advised that this department reviewed and approved (through 9/30/16) your Affirmative Action (AA) Plan as resubmitted to the City of Madison by your company, in an effort to comply with Madison General Ordinance (MGO) Section 39.02. Please retain this letter for your files, reference, and calendar your next deadline date before which your new AA Plan must be approved in order to continue to be eligible to do \$25K in business/annually with the City, ensuring timely submission in advance of your expiry date to allow sufficient divisional review.

This approval was contingent upon your firm's continued demonstration of efforts for progress toward our AA goal(s). Please remember that any future Plan approval is likewise contingent upon a specific showing of good faith AA efforts, including the following:

--spelling out "Equal Opportunity/Affirmative Action Employer" in ALL job ads (rather than acronyms that people do commonly not know, and ideally also in Spanish) to encourage AA group members to apply; -- documenting/demonstrating NEW types of good faith AA EFFORTS and continued advertising with dedicated diversity organizations for new job openings; --actually interviewing and/or hiring (whenever possible/as needed) more females and documenting for inclusive recruiting; --fully seeking/tracking voluntary identification of ALL your minority, female and disabled applicants (keeping separate from applications) with hiring status for accurate annual reporting (consistent with new federal contracting regulations).

We reserve the right to conduct an audit and/or on-site compliance review of your organization's good faith efforts to implement this affirmative action plan. As such, your organization is required to maintain accurate records in accordance with your plan.

Finally, please recall that all firms doing business with the City of Madison are required not to discriminate against any employee or applicant because of sex, age, race, color, religion, marital or student status, disability/handicap, national origin or ancestry, income level or source of income, arrest or conviction record, less than honorable military discharge, gender identity, physical appearance, or sexual orientation.

From: Mary Ann Mayer, SPHR [mailto:maryann@tapconet.com]
Sent: Monday, September 29, 2014 3:16 PM
To: Hanaman, Dana; McCarthy, Kathleen
Subject: AAP Submittal TAPCO
Importance: High
Sensitivity: Confidential

Dear Ms. Hanaman and Ms. McCarthy:

Please accept the attached AAP submittal for TAPCO (Traffic & Parking Control Company). Let me know if you have questions.

Best,

Mary Ann Mayer, SPHR
Human Resources Director
TAPCO
262-649-5189

[Description: [cid:1C887036-336A-4AAD-850B-3CC6BB55270F@TAPCONET.COM](mailto:cfd:1C887036-336A-4AAD-850B-3CC6BB55270F@TAPCONET.COM)]

You are invited to the 2014 Annual TAPCO Training Showcase Wednesday, October 22 from 7:00 am to 4:00 pm presented by TAPCO. Register today: <http://www.tapconet.com/events/training-showcase/2014#tab=rsvp>

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF AUTHORITY

TRAFFIC AND PARKING CONTROL CORPORATION

0400702289

The above-named FOREIGN FOR-PROFIT CORPORATION was duly filed in accordance with New Jersey state law on 11/13/2014 and was assigned identification number 0400702289. Following are the articles that constitute its original certificate.

1. **Name:**
TRAFFIC AND PARKING CONTROL CORPORATION
2. **Registered Agent:**
INCorp SERVICES, INC.
3. **Registered Office:**
208 WEST STATE STREET
TRENTON, NJ 08608 1002
4. **Business Purpose:**
DISTRIBUTION OF TRAFFIC AND PARKING PRODUCTS
5. **Incorporated Under the Laws of:**
WISCONSIN on 04/01/1961
6. **Main Business Address:**
5100 W. BROWN DEER RD.
BROWN DEER , WI 53223

Signatures:

ANDREW BERGHOLZ



Certification# 134192442

Verify this certificate at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed my
Official Seal at Trenton, this
13th day of November, 2014

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P Sidamon-Eristoff
State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.011

Agenda No. 10.H



TITLE:

WITHDRAWN

RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO EATON CORPORATION TO PROVIDE UPS SYSTEM EQUIPMENT REPLACEMENT BECAUSE OF DAMAGE CAUSED BY POWER FAILURE ON FEBRUARY 4, 2014

Council offered and moved adoption of the following Resolution:

WHEREAS, the Public Safety Communications Center experienced a power failure on the eve of a forecasted ice-storm on Tuesday, February 4, 2014. As a result of the power failure, numerous servers, switches and other hardware vital to operations suffered severe damages. Replacing the equipment is proprietary and cannot go out to bid or competitive quotes; and

WHEREAS, as a result of the power failure, the Director of the Department of Public Safety notified the Purchasing Agent that an emergency existed because of the need to replace the UPS System equipment because of the damages caused by the power outage; and

WHEREAS, the Purchasing Agent was satisfied that an emergency existed; and

WHEREAS, it was necessary to have this work performed as soon as possible because it is vital to the Fire and Police Dispatch 911 Operators and this work was necessary to protect and promote the public health, safety and welfare; and

WHEREAS, on Wednesday, February 5, 2014 the Purchasing Agent instructed Eaton Corporation to perform this work; and

WHEREAS, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the total cost for the performance of the work was \$48,515.50; and

WHEREAS, these funds are available in Account No. 16-290-55-000-800.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1) because of the above stated reasons which are incorporated herein, an emergency contract award to Eaton Corporation, 1000 Cherrington Parkway, Moon Township, PA 15108 made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. to replace the equipment on the UPS Battery System is hereby ratified;

2) the total cost of the emergency contract is \$48,515.50;

3) the Director of the Department of Public Safety shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent;

(Continued on page 2)

City Clerk File No. Res. 15.011Agenda No. 10.H

TITLE:

RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO EATON CORPORATION TO PROVIDE UPS SYSTEM EQUIPMENT REPLACEMENT BECAUSE OF DAMAGE CAUSED BY POWER FAILURE ON FEBRUARY 4, 2014

4) the purchasing agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services; and

5) the Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, Donna Mauer, Donna Mauer as Chief Financial Fiscal Officer hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq. P.O. 115547

Peter Folgado, Director of Purchasing
RPPO, QPA

December 30, 2014
Date

PF/pv
12/30/14

WITHDRAWN

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>1.14.15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

WITHDRAWN

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO EATON CORPORATION TO PROVIDE UPS SYSTEM EQUIPMENT REPLACEMENT BECAUSE OF DAMAGE CAUSED BY POWER FAILURE ON FEBRUARY 4, 2014

Project Manager

Department/Division	PS Communications & Technology	Public Safety
Name/Title	Robert Baker	Fiscal Officer
Phone/email	201-547-5449	rbakersr@njeps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Emergency replacement of 120 batteries in the UPS (Uninterruptable Power Supply) system located at the Public Safety Communications Center. The resulting failure caused extensive damage to facility systems. The repair was performed on February 6, 2014.

Cost (Identify all sources and amounts)


Federal Trust Fund \$48,515.50

Contract term (include all proposed renewals)**Type of award**

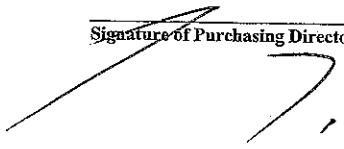
If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director
POL JAMES SHEA

1/6/15
Date


Signature of Purchasing Director

1/6/15
Date

EMERGENCY CERTIFICATION FOR THE PUBLIC SAFETY COMMUNICATIONS CENTER

I James Shea, of full age, hereby certifies as follows:

1. I am the Public Safety Director of the City of Jersey City.
2. On Thursday October 16, 2014, the Public Safety Communications Center experienced a thermal failure of the UPS battery module.
3. As a result of the thermal failure, the Public Safety Communications Center was vulnerable to a catastrophic power failure.
4. The equipment replacement of 41 batteries and installation is proprietary and cannot go out to bid or competitive quote.
5. This equipment is vital to public safety.
6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 10/24/14



James Shea
Director of Public Safety



December 9, 2014

City of Jersey City
1 Journal Square Plz Ste 3 Fl
Jersey City, NJ 07304

Attn: Phyllis Warren

Subject: Partial Battery Upgrade
CSE Lead 567259

Dear John,

It is my pleasure to provide the following Eaton Partial Battery Update Service proposal for the equipment and configuration below:

Product	Serial Number	Battery	Qty
9390-160kVA	EB346CBA02	PWHR12500	41

Full battery upgrade includes 41 new batteries, dock to dock freight, installation of new batteries, removal and EPA approved disposal of old lead acid batteries. . **Note: New batteries inserted into an existing battery string are provided with a warranty equal to that of the remainder of the string.**

5x8	Labor includes Monday-Friday 8:00 am to 5:00 pm	\$19,279.77	
7x24	Off hour labor, includes evenings and weekends	\$21,207.75	

Batteries are normally kept in stock and are available to ship within 2-3 days after order acceptance.

To place an order, please check the appropriate options in the right column of the above table; or indicate them in your purchase order. Complete the authorization block below and/or attach a copy of your company's purchase order addressed to Eaton Corporation, 8609 Six Forks Road, Raleigh, NC 27615 referencing the proposal number shown above and listing the payment terms as Net 30 days. Please fax these documents to me at 973-423-5702 or email them to me at lpicheria@datatec-inc.com for processing.

All above prices are FOB origination and included dock to dock freight. Any special delivery requirements will require additional costs. A copy of the delivery checklist is included with this proposal. Please advise immediately if you have any special delivery circumstances. Upon arrival of batteries, it is important to note any damage or missing batteries on the carrier's delivery receipt in order to avoid additional costs to your company.

Prices are valid for 30 days from the date of this proposal. Payment terms are net 30 days. Eaton Corporation standard terms and conditions of sale apply to this proposal. **Important sales tax notice:** In 200 Braen Avenue, Wyckoff, New Jersey 07481 • Tel: (973) 423-0005 • Fax: (973) 423-5702



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0839147 FOR EATON CORPORATION(FORMERLY
EATON YALE & TOWNE INC.) IS VALID.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-012

Agenda No. 10. I

Approved: JAN 14 2015

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ALL TRAFFIC SOLUTIONS FOR THE PURCHASE AND DELIVERY OF VARIABLE MESSAGE DISPLAY BOARDS AND RELATED ACCESSORIES UNDER GSA CONTRACT FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY URBAN AREA SECURITY INITIATIVE (UASI) GRANT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Instalert 24 Variable Message Signs/Boards is an emergency message display that provides immediate awareness for the purpose of enhancing the City's ability to prevent, protect against, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies; and

WHEREAS, N.J.S.A. 52:34-10.6 (c) authorizes the City of Jersey City to purchase equipment and/or services paid for or reimbursed by Federal funds awarded by the United States Department of Homeland Security without public bidding if the contractor either (1) is a holder of a current State Contract for the equipment, or (2) is participating in a Federal Procurement Program established by a Federal Department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

WHEREAS, All Traffic Solutions, 204 East Calder Way, Suite 200, State College, Pennsylvania 16801 is participating in a Federal Procurement Program by a Federal Department or Agency and is the holder of General Services Administration Contract Schedule 78, Contract GS-07F-6092R, Disaster Recovery Purchasing; and

WHEREAS, All Traffic Solutions, 204 East Calder Way, Suite 200, State College, Pennsylvania 16801 submitted a quote in the total amount of Thirty Nine Thousand, Nine Hundred Fifty Nine Thousand and Seventy Cents (\$39,959.70) for Instalert 24 Message Display Boards; and

WHEREAS, the City's Purchasing Agent has certified that he considers said quotation to be fair and reasonable; and

WHEREAS, the sum of \$39,959.70 is available in Account No. 02-213-40-372-314 which represents the UASI Federal & State FY 13;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Pursuant to N.J.S.A. 52:34-10.6 (c), a contract is awarded to All Traffic Solutions, 204 East Calder Way, Suite 200, State College, Pennsylvania 16801 the holder of GSA Contract GS-GS-07F-6092R, in the amount of \$39,959.70 for Instalert 24 Message Display Boards for the Office of Emergency Management.
2. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the agreement.

(Continue to page 2)

City Clerk File No. Res. 15.012
Agenda No. 10.1 JAN 14 2015

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ALL TRAFFIC SOLUTIONS FOR THE PURCHASE AND DELIVERY OF VARIABLE MESSAGE DISPLAY BOARDS AND RELATED ACCESSORIES UNDER GSA CONTRACT FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY URBAN AREA SECURITY INITIATIVE (UASI) GRANT

3. The award of this contract shall be subject to the condition that All Traffic Solutions provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-3 et seq.
4. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with the contract and the requirements of the contract have been met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

I, Donna Mauer Donna Mauer, as Chief financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

UASI Federal & State FY 13:

Account No.	Purchase Order	Amount
02-213-40-372-314	115791	\$39,959.70

Peter Folgado, Director of Purchasing,
QPA, RPPO

December 29, 2014

Date

PF/pv
12/29/14

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ALL TRAFFIC SOLUTIONS FOR THE PURCHASE AND DELIVERY OF EMERGENCY MESSAGE SIGNAGE UNDER GSA CONTRACT FUNDED BY THE OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY URBAN AREA SECURITY INITIATIVE (UASI) GRANT

Project Manager

Department/Division	Office of Emergency Management & Homeland Security	<division>
Name/Title	W. Greg Kierce	Director
Phone/email	201 547-5681	wkierce@njcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this Resolution is to authorize the award of a contract to All Traffic Solutions to provide portable Variable Message Signage (VMS) for the Office of emergency Management & Homeland Security thru GSA Contract # GS-07F-6092R

Cost (Identify all sources and amounts)

Funds for this purchase, \$39,959.70 is thru FFY 2013 UASI Funds Acct # 02-213-40-372-314.

Contract term (include all proposed renewals)

Contract is for the sole purchase of proposed items as articulated in the contract purpose

Type of award GSA Contract # GS-07F-6092R

If "Other Exception", enter type N/A

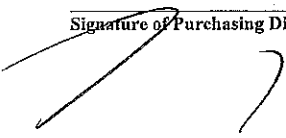
Additional Information

N/A

I certify that all the facts presented herein are accurate.


Signature of Department Director

12/30/14
Date


Signature of Purchasing Director

1/2/15
Date



City Of Jersey City
Office of Emergency Management &
Homeland Security

W.Greg Kierce , Director

Steven M. Fulop Mayor

MEMORANDUM

02

TO: Peter Folgado,
Director of Purchasing

FROM: W. Greg Kierce

SUBJECT: Purchase Justification;
All Traffic Solutions

DATE: December 4, 2014

Peter:

As per request the proposed purchase from All Traffic Solutions is related to rapid deployment emergency variable message signage.

This equipment is necessary to provide an immediate means of situational awareness during emergency events such as road closures and emergency shelter locations

Thank you for your assistance.

W. Greg Kierce, Director



Contract Holder

GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA-Advantage!™, a menu-driven database system. The Internet address for GSA-Advantage! is: <http://www.gsaadvantage.gov>

078 – Sports, Promotional, Outdoor, Recreation, Trophies and Signs

Solicitation Number: 3FNG-MG-060002-B

Special Item Number: 366 11 Signs

FSC CLASS 9905

FSC CLASS 4240

**ALL TRAFFIC
SOLUTIONS**



A sign of the future.™

Contract No: GS-07F-6092R

Contract Period: 9/15/10 – 9/14/2015

CONTRACTOR SALES SOURCE:

Intuitive Control Systems, LLC DBA: All Traffic Solutions

Jodi Rowe

3100 Research Drive

State College, PA 16801

Tel: (866) 366-6602

Fax : (814) 237-9006

Email: jrowe@alltrafficsolutions.com

Website: <http://alltrafficsolutions.com>

CONTRACTOR'S ADMINISTRATION SOURCE:

Justin Swedlow, Tel: (949) 500-0463, Fax: (866) 807-0734, Email: jswedlow@digitaldcc.net

BUSINESS SIZE: Small Business

**ALL TRAFFIC
SOLUTIONS***A sign of the future.™*

All Traffic Solutions
Div of Intuitive Control Systems, LLC
3100 Research Drive
State College, PA 16801
Phone: 814-237-9005
Fax: 814-237-9006

Tax ID: 25-1887906
GSA # GS-07F-6092R

QUOTE Q-15622

DATE/TIME: 11/18/2014 **PAGE NO:** 1
1:14:30 PM

For Questions contact:

Manufacturer:
All Traffic Solutions
Mark Coupland
(866) 366-6602 x220

Independent Sales Rep:**BILL TO:**

Jersey City Office of Emergency
Management
715 Summit Ave
Jersey City, NJ 07306

Attn: Richard Gorman

BILL TO:

Jersey City Office of Emergency Management
715 Summit Ave
Jersey City, NJ 07306
Please call in advance to arrange delivery
Attn: Richard Gorman

PAYMENT TERMS: Net 30 **CUSTOMER:** 210817 **CONTACT:** (201) 547-5684

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000468	instALERT 24 Message Display; base unit (select mount separately)	5.00	\$5,994.96	\$29,974.80
4000256	PowerCase PC36, 36Ah power supply, 12VDC output, 120VAC input	5.00	\$509.57	\$2,547.85
4000247	Hitch mount, for 1.25" & 2" hitch, includes: trailer connector & hardware	5.00	\$299.75	\$1,498.75
4000263	Portable post, standard, folding assembly	5.00	\$299.75	\$1,498.75
4000181	Mount Kit, IA24 mounting bracket incl: bracket & hardware for pole or post	5.00	\$252.64	\$1,263.20
4900032	Carrying Case; IA24 softcase with storage pockets	5.00	\$192.70	\$963.50
4000750	App, Mobile User Interface perpetual license (only 1 req'd per account)	1.00	\$0.00	\$0.00
4000780	Android Tablet Device 7", w/ Bluetooth. Includes ATS Mobile UI license	1.00	\$0.00	\$0.00
4000631	Bluetooth: allows wireless control from any Bluetooth enabled device (sold separately)	5.00	\$342.57	\$1,712.85
4000641	Shipping	5.00	\$100.00	\$500.00

Special Notes:

IA24 (5 Units) – VMS Message sign – Portable Post and Hitch mount and mount plate – Carrying Case with PC36 Power Case – Bluetooth Activated and android device for programming – shipping and training.
GSA pricing as per schedule

SALES**AMOUNT:****\$39,959.70****SHIPPING:****TOTAL:****\$39,959.70**

☒ **APPROVED**



**GSA
Federal
Acquisition
Service**

[Home](#) [eBuy - quotes](#) [GSA Advantage - online shopping](#) [Help](#)

Search:

*S*earch Results Summary

Search Criteria: **366**

Instructions: Click the source number to view a list of categories. Click the category number (i.e. SIN) to view a list of contractors.

Description matches

Source	Description
78	SPORTS, PROMOTIONAL, OUTDOOR, RECREATION, TROPHIES AND SIGNS (SPORTS) - Sports equipment and supplies, fitness equipment, sounds of music, child's play, sports clothing and accessories, safety zone products, camping and hiking equipment, park and playground equipment, wheel and track vehicles, recreational watercraft, flags, awards, trophies, presentations, promotional products, briefcases and carrying cases, trade show displays and exhibit systems and all related products and service. FSG 99, Signs; Displays; Flags; Identification Products Category Description 366 11 Signs - Including but not limited to: Programmable, Interactive Directories, Queuing Systems, Architectural/Wayfinding, Site/Facility Identification, Scoreboards, Exit, Vehicle, Traffic, Parking, Construction, Safety/Warning, Sign Making Systems, Stencil Making Devices, Bar Code/Label Making Systems, Placards, Posters, Sign Post/Hardware, and Related Products and Services Note: Related Products under this SIN must be exclusive to SIN 366 11 , any accessories that apply to multiple Schedule 78 SINs must be classified under SIN 366 90 . 366 12 Safety Zone Products - including, but not limited to, Barricades, Guardrails, Safety Barrels/Drums, Channelizers, Safety Fences, Safety Post, Safety Seals, Barriers, Panels, Posts, Stanchions, Traffic Signals, Safety Tags, Safety Bands, Safety Flags, Highway Markers, Traffic/Safety Cones, Warning Lights/Devices, Speed Bumps, Parking Stops/Blocks, Rumble Strips, Beacons, Wheel Chocks, Delineators, Object Markers, Flashers/Reflectors, Safety Tapes/Ribbons/Labels, Pavement Marking Products, Lock Out/Tag Out Kits, and Related Products and Services (FSC 9905) Trophies, Awards, Presentations, Promotional Products Category Description 366 22 Trade Show Displays & Exhibit Systems and Related Products - including ancillary services for assembly/set-up, installation and maintenance of Display/Exhibit Systems 366 23 Flags, Banners, Pennants, and Related Products



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	INTUITIVE CONTROL SYSTEMS LLC
Trade Name:	ALL TRAFFIC SOLUTIONS
Address:	3100 RESEARCH DR STATE COLLEGE, PA 16801-2751
Certificate Number:	1436943
Effective Date:	September 15, 2008
Date of Issuance:	December 29, 2014

For Office Use Only:

20141229133215571


[My Account](#) ▾ | [NSN Ordering](#) ▾ | [Get Quotes](#) ▾ | [Help](#) | [Register](#) | [Login](#)


A service of the U.S. General Services Administration

Shop by Category ▾	Search	Products	Go	Advanced	0
-----------------------	---------------	----------	----	----------	---

[Home](#) > Product Detail**PORTABLE VARIABLE MESSAGE SIGN**[Enlarge/More Views >>](#)**\$5,994.96 EA**

sold and shipped by
**INTUITIVE CONTROL
SYSTEMS, LLC**

[visit contractor's website](#) [Options/Accessories»](#)

Mfr Part No.: 4000468
Contractor Part No.: 4000468
Manufacturer: ALL TRAFFIC SOLUTIONS
Contract No.: GS-07F-6092R (ends: Sep 14, 2015)
MAS Schedule/SIN: 078/366 11
Warranty: 1 YR
Made In: UNITED STATES OF AMERICA
Weight: 65.000 LB
Order Increment: 1

◆ Volume Discounts:

5 - 9 5.0%
 10 - 19 8.0%
 20 - 99999 10.0%

**DISAST
RECOP** Disaster Recovery Purchasing
 items

• Desc

60L X
 1.6W
 (IN),
 instAL
 ERT
 24
 messa
 ge
 display
 (select
 mount
 &
 Blueto
 oth
 separat
 ely).
 The
 fastest,
 easiest
 way to
 tell the
 public
 exactly
 what it
 needs
 to
 know.
 Up to
 3 lines
 of text.
 Folds
 in half
 to fit in
 the
 trunk. U
 niversa
 l
 mounti
 ng.
 Cloud-
 based
 accessi
 bility


[My Account](#) ▾ | [NSN Ordering](#) ▾ | [Get Quotes](#) ▾ | [Help](#) | [Register](#) | [Login](#)

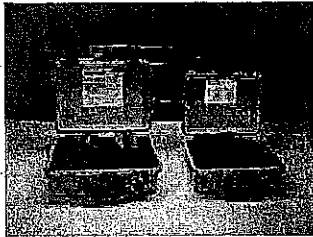

A service of the U.S. General Services Administration

 Shop by
Category ▾ Search Products

Go Advanced 0

[Home](#) > Product Detail

POWERCASE - 12VDC POWER SUPPLY

[Enlarge/More Views >>](#)**\$509.57 EA**
 sold and shipped by
**INTUITIVE CONTROL
SYSTEMS, LLC**
[visit contractor's website](#)

Mfr Part No.: 4000256
Contractor Part No.: 4000256
Manufacturer: ALL TRAFFIC SOLUTIONS
Contract No.: GS-07F-6092R (ends: Sep 14, 2015)
MAS Schedule/SIN: 078/366 11
Warranty: 1 YR
Made In: UNITED STATES OF AMERICA
Weight: 0.010 LB
Order Increment: 1

◆ Volume Discounts:

5 - 9 5.0%
 10 - 19 8.0%
 20 - 99999 10.0%

Disaster Recovery Purchasing items

• Desc

Power Case
 PC36,
 36Ah
 power supply,
 12VDC
 output,
 120VA
 C
 input.
 Compa
 tibility: I
 SA18I;
 I
 iA24I; I
 SA24I;
 IIA18I
 For
 Additio
 nal
 Inform
 ation
 call
 (866)
 366-
 6602.

Compare Available Sources

Quantity: [Add to Cart](#)

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below. ◆ Indicates when volume discounts are offered.

Price/Unit ◆	Features	Contractor ◆	Socio	Photo	Deliv Days ◆	Min ◆	FOB/Shipping ◆
◎ \$509.57 EA	◆	INTUITIVE CONTROL SYSTEMS, LLC	S		30 days delivered ARO	\$100.00	O- CONUS,AK,PR,HI


[My Account](#) ▾ | [NSN Ordering](#) ▾ | [Get Quotes](#) ▾ | [Help](#) | [Register](#) | [Login](#)
A service of the U.S. General
Services AdministrationShop by
Category ▾

Search

Products

Go Advanced

0

[Home](#) > Product Detail

RADAR SPEED SIGN & VARIABLE MESSAGE BOAR

[Enlarge/More Views >>](#)**\$299.75 EA**sold and shipped by
**INTUITIVE CONTROL
SYSTEMS, LLC**[visit contractor's website](#)

Mfr Part No.: 4000247
Contractor Part No.: 4000247
Manufacturer: ALL TRAFFIC SOLUTIONS
Contract No.: GS-07F-6092R (ends: Sep 14, 2015)
MAS Schedule/SIN: 078/366 11
Warranty: 1 YR.
Made In: UNITED STATES OF AMERICA
Weight: 0.010 LB
Order Increment: 1

◆ Volume Discounts:

5 - 9 5.0%
 10 - 19 8.0%
 20 - 99999 10.0%

**Disaster Recovery Purchasing
items**

• Desc

Hitch
 mount
 for
 radar
 speed
 display
 and
 variabl
 e
 messa
 ge
 signs.
 Include
 s
 Trailer
 connec
 tor &
 hardwa
 re.
 1.25"
 & 2"
 hitch.
 Compa
 tibility: !
 SS12!;
 !
 SH12!;
 !
 SH15!;
 !
 IA18!; !
 IA24!; !
 SA18!;
 ISA24!
 For
 Additio
 nal
 Inform
 ation
 call
 (866)
 366-

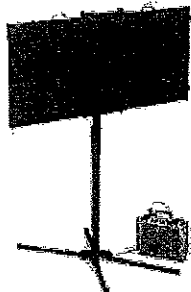

[My Account](#) ▾ | [NSN Ordering](#) ▾ | [Get Quotes](#) ▾ | [Help](#) | [Register](#) | [Login](#)
A service of the U.S. General
Services AdministrationShop by
Category ▾

Search

Products

Go [Advanced](#)

0

[Home](#) > [Product Detail](#)**RADAR SPEED SIGN & VARIABLE MESSAGE BOAR**[Enlarge/More Views >>](#)**\$299.75 EA**sold and shipped by
**INTUITIVE CONTROL
SYSTEMS, LLC**[visit contractor's website](#)

Mfr Part No.: 4000263
Contractor Part No.: 4000263
Manufacturer: ALL TRAFFIC SOLUTIONS
Contract No.: GS-07F-6092R (ends: Sep 14, 2015)
MAS Schedule/SIN: 078/366 11
Warranty: 1 YR
Made In: UNITED STATES OF AMERICA
Weight: 0.010 LB
Order Increment: 1

◆ Volume Discounts:

5 - 9 5.0%
 10 - 19 8.0%
 20 - 99999 10.0%

DISAST
RECOW Disaster Recovery Purchasing
items

• Desc

Portabl
e post
for
easy
mounti
ng of
radar
speed
display
and
variabl
e
messa
ge
signs.
Folding
assem
bly.
Compa
tibility: I
SS12I;
I
SH12I;
I
SH15I;
I
IA18I; I
IA24I; I
SA18I;
ISA24I
For -
Additio
nal
Inform
ation
call
(866)
366-
6602.

[Compare Available Sources](#)


[My Account](#) ▾ | [NSN Ordering](#) ▾ | [Get Quotes](#) ▾ | [Help](#) | [Register](#) | [Login](#)

 A service of the U.S. General
Services Administration

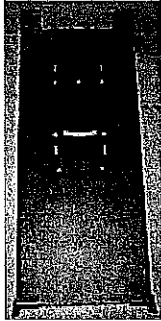
 Shop by
Category ▾

Search

Products

Go Advanced

0

[Home](#) > [Product Detail](#)

[Enlarge/More Views >>](#)
\$252.64 EA
 sold and shipped by
**INTUITIVE CONTROL
SYSTEMS, LLC**
[visit contractor's website](#)
INSTALERT VARIABLE MESSAGE BOARD MOUNTIN

Mfr Part No.: 4000181
Contractor Part No.: 4000181
Manufacturer: ALL TRAFFIC SOLUTIONS
Contract No.: GS-07F-6092R (ends: Sep 14, 2015)
MAS Schedule/SIN: 078/366 11
Warranty: 1 YR
Made In: UNITED STATES OF AMERICA
Weight: 0.010 LB
Order Increment: 1

Volume Discounts:

5 - 9 5.0%
 10 - 19 8.0%
 20 - 99999 10.0%

Disaster Recovery Purchasing items

• Desc
 Mount
 Kit for
 instaler
 t 24
 variabl
 e
 messa
 ge
 sign.
 Kit
 include
 s
 mounti
 ng
 bracket
 &
 hardwa
 re for
 portabl
 e post.
 Compa
 tibility: I
 iA24I; I
 SA24I
 For
 Additio
 nal
 Inform
 ation
 call
 (866)
 366-
 6602.

Compare Available SourcesQuantity: **Add to Cart**

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below. Indicates when volume discounts are offered.

Price/Unit ⚡FeaturesContractorSocio PhotoDelivDays ⚡Min ⚡FOB/Shipping ⚡


[My Account](#) ▾ | [NSN Ordering](#) ▾ | [Get Quotes](#) ▾ | [Help](#) | [Register](#) | [Login](#)


A service of the U.S. General Services Administration

Shop by
Category ▾

Search

Products

Go

Advanced

0

[Home](#) > [Product Detail](#)

CARRYING CASE FOR INSTALERT VARIABLE MES

[Enlarge/More Views >>](#)**\$192.70 EA**sold and shipped by
**INTUITIVE CONTROL
SYSTEMS, LLC**[visit contractor's website](#)

Mfr Part No.: 4900032
Contractor Part No.: 4900032
Manufacturer: ALL TRAFFIC SOLUTIONS
Contract No.: GS-07F-6092R (ends: Sep 14, 2015)
MAS Schedule/SIN: 078/366 11
Warranty: 1 YR
Made In: UNITED STATES OF AMERICA
Weight: 0.010 LB
Order Increment: 1

◆ **Volume Discounts:**

5 - 9 5.0%
 10 - 19 8.0%
 20 - 99999 10.0%

Disaster Recovery Purchasing items

• Desc

Soft
 Carryin
 g
 Case
 with
 storage
 pocket
 s for
 instaler
 t 24.
 variabl
 e
 messa
 ge
 sign or
 Speed
 Alert
 24
 radar
 messa
 ge
 sign.
 Compa
 tibility: I
 iA24I; I
 SA24I
 For
 Additio
 nal
 Inform
 ation
 call
 (866)
 366-
 6602:

Compare Available SourcesQuantity: **Add to Cart**

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below. ◆ Indicates when volume discounts are offered.

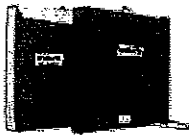
Contractor**Deliv**


[My Account](#) | [NSN Ordering](#) | [Get Quotes](#) | [Help](#) | [Register](#) | [Login](#)


A service of the U.S. General Services Administration

[Shop by Category](#) | [Search](#) | [Products](#)
[Go](#) [Advanced](#) 0
[Home](#) > Product Detail

CARRYING CASE FOR INSTALERT VARIABLE MES

[Enlarge/More Views >>](#)**\$192.70 EA**

sold and shipped by
[INTUITIVE CONTROL
 SYSTEMS, LLC](#)

[visit contractor's website](#)

Mfr Part No.: 4900032
Contractor Part No.: 4900032
Manufacturer: ALL TRAFFIC SOLUTIONS
Contract No.: GS-07F-6092R (ends: Sep 14, 2015)
MAS Schedule/SIN: 078/366 11
Warranty: 1 YR
Made In: UNITED STATES OF AMERICA
Weight: 0.010 LB
Order Increment: 1

Volume Discounts:

5 - 9 5.0%
 10 - 19 8.0%
 20 - 99999 10.0%

Disaster Recovery Purchasing items

• Desc

Soft
 Carryin
 g
 Case
 with
 storage
 pocket
 s for
 instaler
 t 24
 variabl
 e
 messa
 ge
 sign or
 Speed
 Alert
 24
 radar
 messa
 ge
 sign.
 Compa
 tibility: I
 A24I; I
 SA24I
 For
 Additio
 nal
 Inform
 ation
 call
 (866)
 366-
 6602.

Compare Available SourcesQuantity: **Add to Cart**

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below. Indicates when volume discounts are offered.

ContractorDeliv

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Ted C. Gage, President

Representative's Signature:

[Signature]

Name of Company:

Intuitive Control Systems, LLC dba All Traffic Solutions

Tel. No.: 814-237-9005

Date: 11/8/14

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to <http://www.state.nj.us/divisionofcontractcompliance/pdf/eo302ins.pdf>

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input checked="" type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 18
4. COMPANY NAME Intuitive Control Systems, LLC dba All Traffic Solutions		
5. STREET 3100 Research Dr	CITY State College	STATE PA
6. NAME OF PARENT OR AFFILIATED COMPANY (IF N/A, SO INDICATE)		ZIP CODE 16801
7. CHECK ONE: IS THIS COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDING CONTRACT		

Original Use Only	DATE RECEIVED	INVOICE DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUMMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Col. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers	7	5	2					5					2
Professionals	2	2						2					
Technicians	1	1						1					
Sales Workers	6	4	2		1			3					2
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)	2	2						2					
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment from previous Report (if any)													
Temporary & Part-time Employees													
The data below shall NOT be included in the figures for the appropriate categories above.													
	18	14	4										

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 1 28 2014
13. DATES OF PAYROLL PERIOD USED From: To:		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Jodi Rowe	SIGNATURE <i>Jodi Rowe</i>	TITLE Accounting Manager	DATE MO DAY YEAR 11 18 2014
17. ADDRESS NO. & STREET 3100 Research Dr.	CITY State College	COUNTY PA	STATE PA
ZIP CODE 16801		PHONE (AREA CODE, NO., EXTENSION) 814-237-9005	

NEW VENDOR INFORMATION FORM

VENDOR NAME:

Intuitive Control Systems LLC
dba All Traffic Solutions

FEIN/SSN#

25-1887906

MAIL POWOUCHERS TO ADDRESS:

3100 Research Drive

CITY: State College

STATE:

PA

ZIP: 16801

TEL #: 814-237-9005

FAX #:

814-237-9006

EMAIL:

sales@alltrafficsolutions.com

MAIL CHECKS TO ADDRESS:

Same as above

CITY:

STATE:

ZIP:

TEL #:

FAX #:

EMAIL:

accounting@alltrafficsolutions.com

DESCRIPTION OF GOODS/SERVICES TO BE RENDERED:

Radar speed display signs + portable
variable message signs

CITY

EMPLOYEE?

☐ YES

☒ NO

MINORITY VENDOR?

☐ YES

☒ NO

REQUIRED
FORM 1099?

☒ YES

☐ NO

TYPE/CATEGORY:

NON-PROFIT?

☐ YES (Include Non-Profit Certification)

☒ NO

VENDOR'S CONTACT/AUTHORIZED PERSON:

PHONE: 814-237-9005

Jodi Rowe

EMAIL:

jrowe@alltrafficsolutions.com

SIGNATURE OF CONTACT/AUTHORIZED PERSON:

Jodi Rowe

NAME & TITLE OF CITY EMPLOYEE REQUESTING VENDOR NUMBER

Richard Gorman, Captain

SIGNATURE OF EMPLOYEE:

PURCHASING DIVISION USE ONLY

AUTHORIZED TO ISSUE VENDOR #

NAME/TITLE/DATE

ASSIGNED VENDOR #

(W9 FORM & BUSINESS REGISTRATION CERTIFICATE MUST BE INCLUDED)

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name :

Intuitive Control Systems LLC

Address :

3100 Research Drive, State College PA 16801

Telephone No. :

(814) 237-9005

Contact Name :

Jodi Rowe

Please check applicable category :

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 15.013

Agenda No. _____ 10.J

Approved: _____ JAN 14 2015

TITLE:



RESOLUTION AUTHORIZING THE EXTENSION OF AN AGREEMENT BETWEEN SHARE OUR STRENGTH (SOS) AND THE DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE COOKING MATTERS AT THE STORE PROGRAM

WHEREAS, the Department of Health and Human Services ("the Department") already operates nutrition programs for senior citizens, school-aged children, expectant mothers, and new mothers with young children to ensure proper nutrition among various populations living within Jersey City; and,

WHEREAS, there exists a need to address issues associated with proper nutrition, diet, and eating habits among lower-income families and residents in Jersey City; and,

WHEREAS, a disproportionate number of those families do not enjoy proper nutrition and eating habits which have historically been a source of illness and other associated health and social problems; and

WHEREAS, this program perfectly fulfills one of the five promises, a healthy start, which can lead to long-term benefits like better attendance in school and higher graduation rates; and

WHEREAS, Share Our Strength seeks to empower families and caregivers of low-income children to purchase and prepare healthy food on a budget through Cooking Matters at the Store grocery store tours offered by a network of community partners across the country; and,

WHEREAS, Share Our Strength will continue to make available the Cooking Matters at the Store program content and curriculum to the Department of Health and Human Services at no cost until December 31, 2015; and,

WHEREAS, Share Our Strength will pay the City, monthly, a fee equal to \$10 per low-income participant, up to a sum total of \$40,000, who completes a Cooking Matter at the Store tour in that month; and

City Clerk File No. Res. 15.013Agenda No. 10.J JAN 14 2015

TITLE:

RESOLUTION AUTHORIZING THE EXTENSION OF AN AGREEMENT BETWEEN SHARE OUR STRENGTH (SOS) AND THE DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE COOKING MATTERS AT THE STORE PROGRAM

WHEREAS, by offering a holistic approach to addressing the high needs for nutrition education to the City and the program participants will more fully realize other positive outcomes which are deemed valuable to the City and the Department.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City that said agreement between Share Our Strength and the Department of Health & Human Services be approved and awarded as described, and that such agreement shall be drawn up and executed; and be it further

RESOLVED that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the Department of Health & Human Services.

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel


Certification Required ☐Not Required ☐APPROVED **9-0**

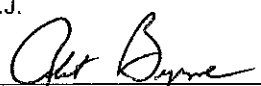
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE OFFICE OF CENTRALIZED GRANTS AND COMMUNITY PARTNERSHIP TO APPLY FOR FUNDS FROM SHARE OUR STRENGTH FOR THE COOKING MATTERS AT THE STORE GRANT PROGRAM

Project Manager

Department/Division	Health & Human Services	Administrative Unit
Name/Title	Margaret DeVico	Policy Coordinator
Phone/email	(201) 547 6517	mdevico@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

CMATS is a program run by Share Our Strength that HHS has been running in Jersey City for about one year. The grant dollars go directly to Jersey City residents who participate in healthy food shopping tours designed by Share Our Strength. Shopping tour leaders are trained using an online training module and tour literature and reusable shopping bags are provided by SOS.

Cost (Identify all sources and amounts)

Grant Funds: up to \$40,000

Contract term (include all proposed renewals)

February 1, 2015 – January 31, 2016

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

1/5/15
Date

SERVICE AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2014 by and between the City of Jersey City (City), a municipal corporation of the State of New Jersey with its offices located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and Share Our Strength (SOS), with its offices located at 1030 15th Street NW, Suite 1100W, Washington, DC, 20005.

WITNESSETH THAT:

WHEREAS, SOS will make available the Cooking Matters at the Store content and curriculum (the "Program") to the City at no cost to the City; and

WHEREAS, the City agrees to offer the Program to 4,000 low income mothers of children zero to five years old; and

WHEREAS, SOS agrees to award City grant funding equal to \$10 per low income program participant, up to a sum total of \$40,000, for each participant who completes the Program that month and that is evidenced as outlined in the attached Scope of Services; and

WHEREAS, City will complete all necessary paperwork, deliverables, and reports as outlined in the Scope of Services and this Agreement; and

WHEREAS, SOS currently operates the Cooking Matters at the Store program; and

WHEREAS, the funds will be used to support the City program to provide grocery store tours to Jersey City low-income mothers of children zero to five years old; and

WHEREAS, the City agrees to accept the reimbursements and will use the funds for the purposes set forth in this Agreement; and

WHEREAS, N.J.S.A. 40A:5-29 authorizes the City to accept gifts.

NOW, THEREFORE, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

1. Term of Agreement

This Agreement shall be effective as of January 1, 2015 and shall remain in effect until December 31, 2015 unless terminated sooner pursuant to the provisions of Section 6 of this Agreement. The service period agreed upon in this contract may extend beyond the contract completion date for the service contract based upon mutually agreed upon timing and scope in the situation of shortfalls of service reach or exceeding of target reach.

2. Scope of Services

SOS shall provide and perform the following services:

- A. Upon successful review of City reporting and verification of database input requirements, SOS will award City grant funding equal to \$10 per low income participant, up to a sum total of \$40,000, who completes a Cooking Matters at the Store tour.
- B. Provide template communication materials for Cooking Matters at the Store tours.
- C. Lead a webinar for the Jersey City team about the opportunity.
- D. Provide all facilitator and participant curriculum and materials free of charge.
- E. Train tour leaders through a SOS's web-based learning management system.
- F. Provide technical assistance on logistics, and implements project evaluation as

necessary.

- G. Provide in-kind donation of supplies, support, and technical assistance (as listed above) valued at \$30 per participant (total value of ~\$120,000).

CITY shall provide and perform the following services:

- A. Market the opportunity to various networks to engage with Cooking Matters at the Store as a grocery store tour partner - via newsletter, social media, blog post, phone calls, webinar, and other marketing tactics deemed appropriate by both the Jersey City Department of Health and SOS.
- B. Dedicate a representative to coordinate all Cooking Matters at the Store activities and serve as point of contact to SOS.
- C. Ensure that tour leaders collectively complete Cooking Matters at the Store grocery tours reaching a minimum of 4,000 participants in total.
- D. Complete all reporting and database input requirements to actively and accurately track progress against participation goals and necessary to receive grant funding.

Reporting and database input requirements include:

- a. Recording all completed tours in Salesforce within one week of tour
- b. Return all completed surveys to SOS within one week of tour
- c. Submit invoice to SOS each month, including a report from Salesforce determining how many participants were reached through the month
- d. Join monthly calls with SOS staff to discuss progress against goals, major success, and challenges

- e. Submit a written quarterly report that reflects on submitted work plan and identifies key successes and barriers to completing your participant projections
- E. Support local tour leaders in resolving barriers to participation.
- F. Ensure that grantee partner tour leaders participate in training and order materials from SOS.

CITY Designated Tour Leaders:

- A. Complete online training through SOS's web-based learning management system.
- B. Secure grocery store locations for tours.
- C. Order tour facilitator and participant curriculum and materials from SOS, which will be provided at no cost to the City.
- D. Whether among agency clients or through outreach to outside community organizations, engage in participant recruitment with low-income families (primarily parents of children between zero and five years old)
- E. Work with community partners to address barriers to participation in store tours, e.g., transportation, child care, timing of tours, grocery store gift cards.
- F. Ensure that grocery store tours take place per implementation guidelines.
- G. Participate in program evaluation efforts.

3. Grant Payments

All grant payments shall be made directly by SOS to the City on a monthly basis as agreed upon in the Scope of Services. Grant payments are conditioned upon satisfactory completion

of all reporting and database input requirements. CITY shall make all appropriate applications to SOS for program funding. All grant requirements, including program management, reporting, and record maintenance and program evaluation will be the responsibility of CITY.

4. Communications

SOS will direct all communications concerning this Agreement to:

Robert J. Kakoleski

Business Administrator

City of Jersey City

City Hall

280 Grove Street

Jersey City, New Jersey 07302

The City will direct all communications concerning this Agreement to:

Chef Gregory Silverman

Director, National Partnerships

Share Our Strength

1030 15th Street NW, Suite 1100W

Washington, DC 20005

5. Reports, Records and Evaluations

The CITY agrees to submit to the SOS, in a timely manner, such reports as may be required by SOS to receive grant funding, as outlined in the Scope of Services.

6. Termination of this Agreement

Either the City or SOS may terminate this Agreement without cause by providing sixty days written notice prior to the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly signed and sealed the day and year first above written.

Attest:

City of Jersey City

Robert Byrne

City Clerk

Robert J. Kakoleski

Business Administrator

Share Our Strength:

John Green

Chief Financial Officer

Approved as to legal form: _____

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.014

Agenda No. 10.K

Approved: JAN 14 2015

TITLE:



RESOLUTION AUTHORIZING THE OFFICE OF CENTRALIZED GRANTS AND COMMUNITY PARTNERSHIP TO APPLY FOR FUNDS FROM SHARE OUR STRENGTH FOR THE COOKING MATTERS AT THE STORE GRANT PROGRAM

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION of the following Resolution:

WHEREAS, the City of Jersey City (City) wishes to enter into a contract with Share Our Strength to continue to provide healthy food shopping tours to Jersey City residents; and

WHEREAS, the City recognizes the role played by the collaboration of community advocacy groups and public health institutions in the overall health of the population; and

WHEREAS, the Cooking Matters at the Store program has been successfully implemented by the Jersey City Department of Health and Human Services throughout much of 2014, and is making efforts to expand the program to more constituencies in Jersey City; and

WHEREAS, The Jersey City Department of Health & Human Services is prepared, through the leadership of the Partnership for a Healthier Jersey City, to administer this grant; and

WHEREAS, this grant will allow the City to continue to administer Cooking Matters at the Store healthy shopping tours throughout the 2015 calendar year with funding up to \$40,000 that will go directly to Jersey City residents who participate in the program.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor is authorized to submit an application for the Cooking Matters at the Store grant for the grant period February 1, 2015 through January 31, 2016 in the amount of \$40,000.
2. The Mayor acknowledges the terms and conditions for administering the Cooking Matters at the Store grant.

APPROVED: 

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☐

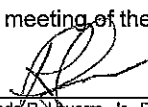
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE OFFICE OF CENTRALIZED GRANTS AND COMMUNITY PARTNERSHIP TO APPLY FOR FUNDS FROM SHARE OUR STRENGTH FOR THE COOKING MATTERS AT THE STORE GRANT PROGRAM

Project Manager

Department/Division	Health & Human Services	Administrative Unit
Name/Title	Margaret DeVico	Policy Coordinator
Phone/email	(201) 547 6517	mdevico@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

CMATS is a program run by Share Our Strength that HHS has been running in Jersey City for about one year. The grant dollars go directly to Jersey City residents who participate in healthy food shopping tours designed by Share Our Strength. Shopping tour leaders are trained using an online training module and tour literature and reusable shopping bags are provided by SOS.

Cost (Identify all sources and amounts)

Grant Funds: up to \$40,000

Contract term (include all proposed renewals)

February 1, 2015 – January 31, 2016

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.015

Agenda No. 10.1

Approved: JAN 14 2015

TITLE:



RESOLUTION AUTHORIZING THE OFFICE OF CENTRALIZED GRANTS AND COMMUNITY PARTNERSHIP TO APPLY FOR FUNDS FROM SHARE OUR STRENGTH FOR THEIR NO KID HUNGRY SOCIAL INNOVATION FUND GRANT PROGRAM

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION of the following Resolution:

WHEREAS, the City of Jersey City (City) wishes to enter into a contract with Share Our Strength through their No Kid Hungry Campaign to enable the city to continue to work towards the elimination of childhood hunger among Jersey City residents; and

WHEREAS, the City recognizes the role played by the collaboration of community advocacy groups and public health institutions in the overall health of the population; and

WHEREAS, the City has already partnered with Share Our Strength for the Cooking Matters at the Store program, and would like to expand anti-hunger programming more comprehensively throughout Jersey City by engaging community organizations dedicated to the empowering of Jersey City residents; and

WHEREAS, The Jersey City Department of Health & Human Services is prepared, through the leadership of the Partnership for a Healthier Jersey City, to administer this grant; and

WHEREAS, this grant will allow the City to galvanize existing partnerships with local organizations and foster new relationships with Jersey City organizations already doing great work within the community.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor is authorized to submit an application for No Kid Hungry Social Innovation Fund grant for the grant period March 1, 2015 through February 29, 2016 in the amount of \$140,000.
2. The Mayor acknowledges the terms and conditions for administering the No Kid Hungry Social Innovation Fund grant.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE OFFICE OF CENTRALIZED GRANTS AND COMMUNITY PARTNERSHIP TO APPLY FOR FUNDS FROM SHARE OUR STRENGTH FOR THEIR NO KID HUNGRY SOCIAL INNOVATION FUND GRANT PROGRAM

Project Manager

Department/Division	Health & Human Services	Administrative Unit
Name/Title	Margaret DeVico	Policy Coordinator
Phone/email	(201) 547 6517	mdevico@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The No Kid Hungry campaign run by Share Our Strength has been awarded \$6 million in Social Innovation Fund money from the USDA to award to municipalities and organizations dedicated to ending childhood hunger. Jersey City is applying for \$140,000 of this money to do work towards improving childhood nutrition, with the understanding that a healthier child is more likely to do well in school and be healthy as an adult.

Cost (Identify all sources and amounts)

Grant Funds: \$140,000
City Match: \$140,000

Contract term (include all proposed renewals)

March 1, 2015 – February 29, 2016

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-016

Agenda No. 10.M

Approved: JAN 14 2015

TITLE:



RESOLUTION AUTHORIZING THE OFFICE OF CENTRALIZED GRANTS AND COMMUNITY PARTNERSHIP TO APPLY FOR FUNDS FROM THE BUILD HEALTH CHALLENGE GRANT PROGRAM

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION of the following Resolution:

WHEREAS, the City of Jersey City (City) wishes to enter into a contract with the BUILD Health Challenge to develop and implement a plan to improve the health of Jersey City residents; and

WHEREAS, the City recognizes the role played by the collaboration of hospital, community, and public health institutions in the overall health of the population; and

WHEREAS, the BUILD Health Challenge grant will support projects through funding an extensive planning period, and then funding the project plans deemed to be most effective and efficient and improving public health outcomes in the communities approved for the funding; and

WHEREAS, The Jersey City Department of Health & Human Services is prepared, through the leadership of the Partnership for a Healthier Jersey City, to administer this grant; and

WHEREAS, this grant will create a planning program for the period of one (1) year in the amount of \$75,000, which, if successful, may allow the City to access additional funding for the following year in the amount of \$100,000 to implement the plan developed by the Department in the first year of the grant.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor is authorized to submit an application for the BUILD Health Challenge grant for the grant period July 1, 2015 through June 30, 2016 in the amount of \$75,000.
2. The Mayor acknowledges the terms and conditions for administering the BUILD Health Challenge grant including the administrative compliance and audit.

APPROVED: 

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☐


APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE OFFICE OF CENTRALIZED GRANTS AND COMMUNITY PARTNERSHIP TO APPLY FOR FUNDS FROM THE BUILD HEALTH CHALLENGE GRANT PROGRAM

Project Manager

Department/Division	Health & Human Services	Administrative Unit
Name/Title	Margaret DeVico	Policy Coordinator
Phone/email	(201) 547 6517	mdevico@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The BUILD Health Challenge is a nationwide grant program that allows participating municipalities to plan and implement community health initiatives. The grant is awarded in two separate phases, and this application is for the first phase, which is exclusively for planning. Winning applicants develop plans featuring a collaborative, community-wide approach to improving health with partnerships between local non-profits, hospitals, the Health Department, and other relevant local agencies and organizations.

Cost (Identify all sources and amounts)

Grant Funds: up to \$75,000

Contract term (include all proposed renewals)

July 1, 2015 – June 30, 2016

Type of award

Community Health planning grant

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

7/5/15
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.017

Agenda No. 10.N

Approved: JAN 14 2015

TITLE:



RESOLUTION AUTHORIZING THE EXTENSION OF A GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE HUDSON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO FUND THE JERSEY CITY MUNICIPAL ALLIANCE

COUNCIL, AS A WHOLE, OFFERED AND MOVED UPON THE FOLLOWING RESOLUTION:

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

WHEREAS, The City Council of the City of Jersey City, County of Hudson, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and,

WHEREAS, the Jersey City Municipal Alliance is entering its second year of implementing a five (5) year strategic plan as a part of the Governor's Council on Alcoholism and Drug Abuse through the County of Hudson, and this agreement may be renewed or extended on a yearly basis, contingent on funding from the Hudson County Dept. of Health & Human Services; and

WHEREAS, the City will provide a mandatory 25% monetary contribution in the amount of \$53,476, available in the Matching Funds for Grants account, and a mandatory 75% funding in the form of in-kind support which will be provided by Municipal Alliance sub-grantees in the amount of \$160,427.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jersey City, County of Hudson, State of New Jersey hereby recognizes the following:

1. The City Council of the City of Jersey City does hereby authorize submission of a strategic plan for the Jersey City Municipal Alliance grant year July 1, 2015 to June 30, 2016 in the amount of:

DEDR	\$213,903.00
Cash Match	\$53,476.00
In-Kind	\$160,427.00

City Clerk File No. Res- 15.017Agenda No. 10.N JAN 14 2015

TITLE:

**RESOLUTION AUTHORIZING THE EXTENSION OF A GRANT AGREEMENT
BETWEEN THE CITY OF JERSEY CITY AND THE HUDSON COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES TO FUND THE JERSEY
CITY MUNICIPAL ALLIANCE**

2. The City Council of the City of Jersey City acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

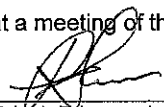
Certification Required ☐Not Required ☐APPROVED **8-0-1**

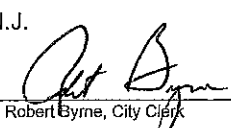
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.		ABSTAIN	

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXTENSION OF A GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE HUDSON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO FUND THE JERSEY CITY MUNICIPAL ALLIANCE

Project Manager

Department/Division	Health & Human Services	Administrative Unit
Name/Title	Margaret DeVico	Policy & Communications Coordinator
Phone/email	(201) 547 6517	mdevico@jcny.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

This resolution renews Jersey City's contract with the Governor's Alliances for the prevention of Alcoholism and Drug Abuse. The Jersey City Alliance works with the Department of Health & Human Services to partner with local organizations to perform outreach and education on drug and alcohol abuse.

Cost (Identify all sources and amounts)

DEDR: \$213,903.00
Cash Match: \$53,476.00
In-Kind: \$160,427.00

Contract term (include all proposed renewals)


One Year (July 1, 2015 – June 30, 2016)

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

7/5/15
Date

**COUNTY OF HUDSON
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

595 COUNTY AVENUE, BLDG. 2
SECAUCUS, NEW JERSEY 07094

THOMAS A. DeGISE
County Executive

PHONE: (201) 369-5280

NICOLE HARRISON-GARCIA
Deputy Director

DARICE TOON
Director

December 17, 2014

The Honorable Steven M. Fulop
City of Jersey City
280 Grove Street
Jersey City, NJ 07302

Dear Mayor Fulop:

The County of Hudson, through its Department of Health & Human Services, has been notified by the Governor's Council on Alcoholism and Drug Abuse (GCADA) that monies will be available for the implementation and continuation of Hudson's Municipal Alliance programs with the various municipalities.

The FY2016 allocation for Jersey City is anticipated to be as follows:

ALLOCATION	\$213,903
------------	-----------

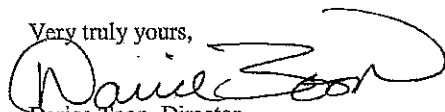
The grant period will begin July 1, 2015 and continue through June 30, 2016.

To be eligible to draw your municipality's dollars, it will be necessary to submit your community's FY2016 Municipal Alliance Plan, including a detailed budget, to this office by Tuesday January 26, 2015. Please submit to Derron Palmer, DHHS, 595 County Avenue, Bldg. 2, Secaucus, NJ 07094.

It is imperative that this deadline be met so that the County can submit its formal application and plan to the State by the required deadline. Attached please find a copy of the application package. Your cooperation in submitting your community's plan by the deadline is appreciated.

If you have any questions or need additional information, feel free to contact this office at 201-369-5282.

Very truly yours,


Darice Toon, Director
Department of Health & Human Services

cc: Stacey Flanagan

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.018

Agenda No. 10.0

Approved: JAN 14 2015

TITLE:



RESOLUTION AUTHORIZING THE OFFICE OF CENTRALIZED GRANTS AND COMMUNITY PARTNERSHIP TO APPLY FOR FUNDS FROM THE ROBERT WOOD JOHNSON FOUNDATION'S NJ HEALTH INITIATIVE GRANT PROGRAM

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION of the following Resolution:

WHEREAS, the City of Jersey City (City) wishes to enter into a contract with the Robert Wood Johnson Foundation to develop and implement a plan to improve the health of Jersey City residents; and

WHEREAS, the City recognizes the role played by behavioral, environmental, clinical, and socioeconomic factors in the overall health of the population; and

WHEREAS, the NJ Health Initiative grant will support projects through a five-member coalition including the Jersey City Department of Health & Human Services, Jersey City Medical Center Barnabas Health, the Jersey City Parks Coalition, and New Jersey City University, with Michelle Massey serving as the Coalition Coach; and

WHEREAS, The Jersey City Department of Health & Human Services is prepared, through the leadership of the Partnership for a Healthier Jersey City, to administer this grant; and

WHEREAS, this grant will create a planning program for the period of one (1) year in the amount of \$50,000, which, if successful, may allow the City to access additional funding for the following year in the amount of \$150,000 to implement the plan developed by the Coalition in the first year of the grant.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor is authorized to submit an application for the NJ Health Initiative grant for the grant period July 1, 2015 through June 30, 2016 in the amount of \$50,000.
2. The Mayor acknowledges the terms and conditions for administering the NJ Health Initiative grant including the administrative compliance and audit.

APPROVED: [Signature] APPROVED AS TO LEGAL FORM [Signature]
APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel
Certification Required ☐
Not Required ☐

APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	ABSTAIN		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE OFFICE OF CENTRALIZED GRANTS AND COMMUNITY PARTNERSHIP TO APPLY FOR FUNDS FROM THE ROBERT WOOD JOHNSON FOUNDATION'S NJ HEALTH INITIATIVE GRANT PROGRAM

Project Manager

Department/Division	Health & Human Services	Administrative Unit
Name/Title	Margaret DeVico	Policy Coordinator
Phone/email	(201) 547 6517	mdevico@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The NJ Health Initiative is a grant program run by the Robert Wood Johnson Foundation. It requires grantees to create a coalition of five local partner organizations that will be led by an individual coach to work together to develop a comprehensive plan to achieve relevant public health goals in the community. The first phase of the grant is for planning, and representatives of the coalition members and the coach will all attend a week-long workshop to learn about the goals of the planning phase and strategies for collaborating in a meaningful way.

Cost (Identify all sources and amounts)

Grant Funds: up to \$50,000

Contract term (include all proposed renewals)

July 1, 2015 – June 30, 2016

Type of award

If "Other Exception", enter type

Additional Information

--

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.019

Agenda No. 10.P

Approved: JAN 14 2015

TITLE:



RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE FOR THE VIOLENT GANG AND GUN CRIME REDUCTION PROGRAM, PROJECT SAFE NEIGHBORHOODS

COUNCIL
following resolution.

Offered and moved adoption of the

WHEREAS, the need to reduce violent crimes, gangs, and gun violence is a major priority in Jersey City; and

WHEREAS, the New Jersey Department of Law and Public Safety has recognized this need to reduce violence in Jersey City by creating partnerships among federal, state, and local enforcement agencies and the community; and

WHEREAS, the State of New Jersey has awarded the Jersey City Police Department to be a sub-recipient of the Violent Gang and Gun Crime Reduction Program, Project Safe Neighborhoods in the amount of **\$367,513.00**; and

WHEREAS, the Jersey City Police Department would like to accept this grant funding to implement evidence-based practices that will enhance the Police Department's capacity for crime analysis, which includes grant approved purchases of hardware and software, hire a licensed clinical social worker, and hire a new officer to backfill a Detective that will be used to implement **Project inVEST** under the direction and guidance of Rutgers University for the project period from October 1, 2014 until September 30, 2016; and

WHEREAS, **Project inVEST** involves a collaboration amongst multiple agencies including social service providers whom will bridge the gap of opportunities for individuals between the ages of 16 and 25 who are in need of wraparound services that could potentially decrease violent behaviors and ultimately reduce violent crimes in Jersey City; and

WHEREAS, the State of New Jersey has awarded the Jersey City Police Department **\$367,513.00** for the implementation of this Project Safe Neighborhoods Program in Jersey City.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The City of Jersey City is authorized to accept the grant funding in the amount of **\$367,513.00** from the New Jersey Department of Law and Public Safety, Division of Criminal Justice, and
2. These funds will be used for hardware and software purchases to enhance the Police Department's Crime Analysis methods, hire a Clinical Licensed Social Worker for two years, and cover the cost of a new police hire to backfill the position of the Detective who will be part of **Project inVEST**.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE FOR THE VIOLENT GANG AND GUN CRIME REDUCTION PROGRAM, PROJECT SAFE NEIGHBORHOODS

Project Manager

Department/Division	Jersey City Police Department	Grants Office
Name/Title	Sgt. Jaclyn Marcazo	Sergeant
Phone/email	201- 547-4736	jmarcazo@njcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The Jersey City Police Department would like to accept this grant funding to implement evidence-based practices that will enhance the Police Department's capacity for crime analysis, which includes grant approved purchases of hardware and software, hire a licensed clinical social worker for two years, and hire a new officer to back fill a Detective that will be used to implement **Project inVEST** under the direction and guidance of Rutgers University for the project period from October 1, 2014 until September 30, 2016.

inVEST – Investing in Neighborhoods to reduce Violence Everywhere through Solutions Together

Cost (Identify all sources and amounts)

Grant Funds in the amount of \$367,513.00

NO MATCH

Contract term (include all proposed renewals)

October 1, 2014 until September 30, 2016

Type of award State Grant

If "Other Exception", enter type

Additional Information

Project inVEST involves a collaboration amongst multiple agencies including social service providers who will bridge the gap of opportunities for individuals between the ages of 16 and 25 who are in need of wraparound services that could potentially decrease violent behaviors and ultimately reduce violent crimes in Jersey City.

This grant is also referred to as Project Safe Neighborhoods Project.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

12/10/2014



CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lieutenant Governor

State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE
PO Box 085
TRENTON, NJ 08625-0085
TELEPHONE: (609) 984-6500

JOHN J. HOFFMAN
Acting Attorney General

ELIE HONIG
Director

December 4, 2014

Sergeant Jaclyn Marcazo
Jersey City Police Department
1 Journal Square Plaza, 4th. Floor
Jersey City, NJ 07306

Re: **Violent Gang and Gun Crime Reduction Program (PSN);**
Grant Number: PSN 1-14

Dear ~~Sergeant~~ *Jaclyn* Marcazo:

We are pleased to advise you that your application for a \$367,513 grant under the Project Safe Neighborhoods Grant Program has been accepted. Enclosed for your grant file are the official copies of the accepted application and the DCJ Approved Project Budget.

The enclosed special conditions and the subgrant award/contract must be signed by the Mayor and returned to our office by January 7, 2015. Upon signature by the Attorney General, a copy of both documents will be returned for your file.

For further information on the operation of this grant, please consult the current applicant's guide. If you have any questions or need further assistance, contact Tom Brennan of our office at (609) 292-1463.

Very truly yours,

Alyson M. Gush
Alyson M. Gush, Chief
Program Development/Grants Section

c: James Shea, Director of Public Safety, City of Jersey City
Philip Zacche, Chief, JCPD
Joseph Connors, Deputy Chief, JCPD
Elyse Jordan-Gibbs, Supervising Grants Analyst, JCPD
Donna Mauer, CFO, City of Jersey City
Christine M. Zapicchi, Chief, Bureau of Financial Regulation and Assistance
Thomas Brennan, DCJ Program Analyst



State of New Jersey
Department of Law and Public Safety
Division of Criminal Justice

Violent Gang and Gun Crime Reduction Grant Program
Project Safe Neighborhoods

APPROVED PROJECT BUDGET

Subgrantee:	City of Jersey City
Project Title:	Violent Gang & Gun Crime Reduction Program PSN
Federal Award No.:	2014-GP-BX-0015
CFDA #:	16.609
Subgrant Number:	PSN 1-14
Subgrant Period:	10/01/14 to 9/30/16

Budget Categories	Federal
A. Salaries & Wages	\$202,000
Fringe Benefits	\$75,415
B. Purchase of Services	\$64,722
C. Travel, etc.	\$7,776
D. Consumable Supplies	
E. Facilities, etc.	
F. Equipment	\$17,600
G. Indirect Costs	
TOTALS:	\$367,513

Grant funds must be used only for approved purposes required to carry out the project according to the above categories. This is your initial Approved Project Budget and must be referenced when submitting:

1. DETAILED COST STATEMENTS, and
2. GRANT ADJUSTMENT REQUESTS FORM

THE SUBGRANTEE IS RESPONSIBLE FOR ALL COSTS WHICH EXCEED THE GRANT AWARD.

[Rev'd APB 01/12]

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.020

Agenda No. 10.0

Approved: JAN 14 2015

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY ON BEHALF OF THE POLICE DEPARTMENT TO COMBAT DRIVING WHILE INTOXICATED

COUNCIL as a whole
of the following resolution

Offered and moved adoption

WHEREAS, Driving while intoxicated creates many dangers to all who use the streets of the City of Jersey City; and

WHEREAS, the New Jersey Department of Law and Public Safety has recognized this danger and has submitted a grant application for the Jersey City Police Department to apply for \$13,386.09 under the 2014 Drunk Driving Enforcement Fund (DDEF); and

WHEREAS, the Drunk Driving Enforcement Fund administers funds to Municipalities to combat Driving While Intoxicated; and

WHEREAS, the City of Jersey City desires to combat D.W.I. and has established a Driving While Intoxicated Program; and

WHEREAS, the Division of Highway Traffic Safety has awarded the Jersey City Police Department a total of \$13,386.09; and

WHEREAS, the funds will be used to provide law enforcement overtime patrols to combat Driving While Intoxicated; implementing both roving patrols and D.W.I. checkpoints; and

WHEREAS, the Jersey City Police Department would like to accept the \$13,386.09 grant award from the Division of Highway Traffic Safety's 2014 Drunk Driving Enforcement Fund.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The City of Jersey City is authorized to accept the award of \$13,386.09 from the New Jersey Law and Public Safety for the Drunk Driving Enforcement Fund; and
2. The funds will be used for overtime patrols to combat and deter drunk driving.

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐


APPROVED 9-0

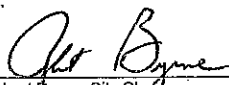
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO
ACCEPT FUNDS FROM THE NEW JERSEY DEPARTMENT OF
LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC
SAFETY ON BEHALF OF THE POLICE DEPARTMENT TO COMBAT
DRIVING WHILE INTOXICATED**

Project Manager

Department/Division	Jersey City Police Department	Grants Office
Name/Title	Sgt. Jaclyn Marcazo	Sergeant
Phone/email	201-547-4736	jmarcazo@njcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The Jersey City Police Department was awarded the FY 2014 Drunk Driving Enforcement Fund for the amount of **\$13,386.09**. These funds will be used to combat drunk driving for Officers to conduct Sobriety Checkpoints and DWI Roving Patrols. Overtime salaries will be covered at 100% by DDEF funds for these specialized enforcement activities.

Cost (Identify all sources and amounts)

Grant Funds

Contract term (include all proposed renewals)

Upon receipt of funds until December 31, 2015

Type of award

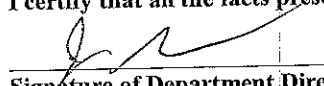
State Grant

If "Other Exception", enter type

Additional Information

Funds are to be used strictly for DWI Enforcement.

I certify that all the facts presented herein are accurate.


Signature of Department Director

12/12/2014
Date



State of New Jersey

OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF HIGHWAY TRAFFIC SAFETY
PO Box 048

TRENTON, NJ 08625-0048

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

JOHN J. HOFFMAN
Acting Attorney General

December 9, 2014

Director James Shea
Jersey City Police Department
1 Journal Square Plaza
Jersey City, NJ 07306

RE: Payment of DDEF FY 2014 Grant (July 1, 2013 - June 30, 2014)

Director.

Your check in the amount of \$ 13,386.09 for Drunk Driving Enforcement Fund grant for periods 117 - 120 was dated 12/5/14. The check number is AD000112005232.

If I may be of further assistance, please contact me at (609) 633-9255 or you may email me at Paul.Groffie@LPS.state.nj.us.

Sincerely,

Paul F. Groffie
DDEF Coordinator



TEL: (609)633-9300 (800) 422-3750 FAX: (609)633-9020
www.njsaferoads.com



Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.021

Agenda No. 10.R

Approved: JAN 14 2015

TITLE:



RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH EDWARDS WILDMAN, LLP TO REPRESENT THE CITY OF JERSEY CITY, JERSEY CITY POLICE DEPARTMENT, LT. MARK COWAN, LT. ANTHONY GENOVA AND POLICE OFFICER AHMED AZMY IN THE MATTER OF KHAREEM MILLER. V. CITY OF JERSEY CITY ET AL.

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City, Jersey City Police Department, Lt. Mark Cowan, Lt. Anthony Genova and Police Officer Ahmed Azmy have been named in a civil rights complaint filed in the Superior Court of New Jersey alleging violation of his first amendment rights; and

WHEREAS, the Corporation Counsel has recommended the appointment of outside counsel to represent the City of Jersey City, Jersey City Police Department, Lt. Mark Cowan, Lt. Anthony Genova and Police Officer Ahmed Azmy in this matter; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of **\$150.00** per hour, including expenses, for a total amount not to exceed **\$50,000**; and

WHEREAS, Edwards Wildman, LLP, possesses the skills and expertise to perform these services; and

WHEREAS, in July, 2014, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Edwards Wildman, LLP submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, N.J.S.A. 40a:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, Edwards Wildman, LLP has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Edwards Wildman, LLP from making any reportable contributions during the term of the contract; and

WHEREAS, Edwards Wildman, LLP has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Edwards Wildman, LLP has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds are available for the costs of these services in **Account No: 15-14-298-56-000-856**.

City Clerk File No. Res. 15.021Agenda No. 10.R JAN 14 2015

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH EDWARDS WILDMAN, LLP TO REPRESENT THE CITY OF JERSEY CITY, JERSEY CITY POLICE DEPARTMENT, LT. MARK COWAN, LT. ANTHONY GENOVA AND POLICE OFFICER AHMED AZMY IN THE MATTER OF KHAREEM MILLER, V. CITY OF JERSEY CITY ET AL.

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The agreement with the law firm of Edwards Wildman, LLP is hereby authorized for one year, effective January 14, 2015 for a total amount not to exceed **\$50,000**, including expenses.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in **Account No.:15-14-298-56-000-856** for payment of this resolution.


Matthew Hogan, Risk Manager

igp
1/16/15

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

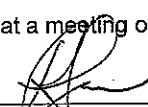
APPROVED 9-0

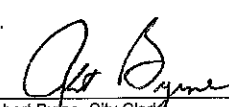
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH EDWARDS WILDMAN, LLP TO REPRESENT THE CITY OF JERSEY CITY, JERSEY CITY POLICE DEPARTMENT, LT. MARK COWAN, LT. ANTHONY GENOVA AND POLICE OFFICER AHMED AZMY IN THE MATTER OF KHAREEM MILLER. V. CITY OF JERSEY CITY ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Contract for Calendar Year 2015-2016 in the amount of \$50,000.

Cost (Identify all sources and amounts)

Insurance Fund Commission. 15-14-298-56-000-856

Contract term (include all proposed renewals)

One Year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

AGREEMENT

This Agreement dated the _____ day of _____, 2015 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and Edwards Wildman, LLP, 44 Whippany Road, Morristown, NJ ("Special Counsel").

WITNESSETH, that in consideration of the mutual covenants set forth, the City and Special Counsel agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to provide the City of Jersey City with legal services in connection with the matter of Khareem Miller v. City of Jersey City, et als.

Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

Consideration

A. For the above services, Special Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$50,000.00.

B. The Special Counsel shall provide a monthly statement for services rendered. The Special Counsel shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during

the preceding month. **Special Counsel** shall contact the City when **Special Counsel** are within 15% of the contractual limit amount. All statements shall be supplemented by the City's voucher.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (i) in the case of photocopying, the per page charge not to exceed fifteen cents (\$.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents (\$1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed onto the City and noted on each invoice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Affirmative Action Plan

- (A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
 2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

Edwards Wildman, LLP

B011405-001

P 177

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies (including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to assure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA02 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contracts/compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:1-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:1-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print) Sheryl D. Hanley, Global Director of Human Resources

(Representative's Signature) *Sheryl D. Hanley*

Name of Company Edwards Wildman Palmer LLP

Tel. No. 401-276-8628

Date 7/8/14

City of Jersey City

01/02/2014 10:54 AM

Ed 1406-001

A. 150

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
 Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this Indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Sheryl D. Hanley, Global Director of Human Resources
 Representative's Signature: Sheryl D. Hanley
 Name of Company: Edwards Wildman Palmer LLP
 Tel. No.: 401-276-8628 Date: 7/8/14

City of Jersey City

07/08/2014 10:54 AM

ED 1418-001

P. 182

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Edwards Wildman Palmer LLP
 Address: 44 Whippany Road, Morristown, NJ 07960
 Telephone No.: 973-520-2300
 Contact Name: George R. Talarico

Please check applicable category:

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

**Definitions
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

City of Jersey City

6/18/2014 10:54 AM

H&M-001

P. 197

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY
CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128
ADOPTED ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Edwards Wildman Palmer LLP (name of business entity) has not made any reportable contributions in the **one-year period preceding 7/8/14 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Edwards Wildman Palmer LLP (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity:

Signed George R. Talarico Title Partner

Print Name George R. Talarico Date: 7/8/14

Subscribed and sworn before me
this 8th day of July, 2014.

(Affiant)

My Commission expires:

(Print name & title of affiant) (Corporate Seal)



**JILL D. KIENZ
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 11, 2017**

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

8/19/2014 10:54 AM

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the ~~<name of business entity>~~ *Edwards Wilkman* has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding ~~(date of award)~~ *July 31, 2014* *(see attached)* for approval of the contract by the governing body to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the ~~<name of entity of elected officials>~~ as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
 ☐ Subchapter S Corporation
☐ Limited Partnership
☐ Limited Liability Corporation
☒ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
NONE	

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: *Edwards Wilkman Palmer LLP*
 Signed: *George F. Talarico* Title: *Partner-in-Charge, NJ Office*
 Print Name: *George F. Talarico* Date: _____

Subscribed and sworn before me this *4th* day of *September* 2014

My Commission expires:

Jill D. Kienz
 (Affiant)

JILL D. KENZ
 (Print name & title) **NOTARY PUBLIC OF NEW JERSEY**
 MY COMMISSION EXPIRES JUNE 11, 2017

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Edwards Wildman Palmer LLP		
Address:	44 Whippary Road		
City:	Morrisstown	State:	NJ
		Zip:	07960

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

George R. Talarico George R. Talarico Partner-in-Charge, NJ Office
Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

☐ Check here if the information is continued on subsequent page(s)

Bd 1405-001

P. 173

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
CITY OF JERSEY CITY as:

I certify that I am George R. Talarico

of the firm of Edwards Wildman Palmer LLP

(the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52:34-22)

(Signature of respondent)

George R. Talarico

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 8th day of July

OF 20 14

George R. Talarico

(TYPE OR PRINT NAME OF
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 14

Jill D. Kiernz
JILL D. KIERNZ
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 11, 2017

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED
WITH THIS PROPOSAL).

City of Jersey City

B730004 10-55-144

BIO 1406-001

P. 174

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

PLEASE UTILIZE SEPARATE SHEET WITH HEADINGS IF NECESSARY

STOCKHOLDERS:

Name	Address	% Owned
N/A		

SIGNATURE: _____

George R. Talarico

TITLE: _____

Partner

SUBSCRIBED

AND SWORN TO

BEFORE ME THIS DAY OF 8th day of July, 2014

(TYPE OR PRINT NAME OF George R. Talarico
AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF

MY COMMISSION EXPIRES: 2017

*Jill D. Kienz*JILL D. KENZ
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 11, 2017

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED
WITH THIS PROPOSAL).

City of Jersey City

CERTIFIED TRUE AND

Certification 24335

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2012** to **15-JAN-2015**

EDWARDS WILDMAN PALMER, LLP
ONE GIRALDA FARMS
MADISON NJ 07940



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Einstoff".

Andrew P. Sidamon-Einstoff
State Treasurer

10/06/11

Taxpayer Identification#

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (800) 292-0882.

Wishing you continued success in your business endeavors.



James J. Frucos
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 280 TRENTON, NJ 08646-0280
TAXPAYER NAME: EDWARDS WILDMAN PALMER LLP	TRADE NAME:	
ADDRESS: ONE GIRALDA FARM MADISON NJ 07040-1027	SEQUENCE NUMBER: 108892	
EFFECTIVE DATE: 04/21/08	ISSUANCE DATE: 10/06/11	
FORM REC		Director New Jersey Division of Revenue

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.022

Agenda No. 10.5

Approved: JAN 14 2015

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO HOLT, MORGAN, RUSSELL ARCHITECTS FOR CONSTRUCTION ADMINISTRATION SERVICES IN CONNECTION WITH THE LOEWS THEATER - LOBBY BRONZE DOOR REHABILITATION, PROJECT NO. 2013-002 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION AND THE FRIENDS OF THE LOEWS, INC., A NON-PROFIT CORPORATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) executed a lease on October 15, 2004, with the Friends of the Loew's Inc., for Block 1863, Lot N24 (the Loew's Theater), pursuant to City Ordinance Nos. 04-033 and 04-073; and

WHEREAS, as the result of subsequent negotiations over the lease terms, the parties agreed to modify the Lease by execution of a Memorandum of Understanding; and

WHEREAS, by adoption of Ordinance 09-061 on May 20, 2009, the City approved the modification of the Lease and adoption of the Memorandum of Understanding; and

WHEREAS, the Memorandum of Understanding designated Holt, Morgan, Russell Architects (HMR), as an historic preservation architect acceptable to both parties; and

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation solicited a proposal for architectural services from HMR for construction administration services; and

WHEREAS, HMR, 821 Alexander Street, Suite 115, Princeton, New Jersey 08540, possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated November 14, 2014; and

WHEREAS, these services qualify as professional services exempt from public bidding under Local Public Contracts Law, N.J.S.A. 40A:11A-1 et seq.; and

WHEREAS, HMR agrees to provide these services for a sum not to exceed \$9,400.00 which funds are available in Capital Building Account 04-215-55-838-990; and

WHEREAS, Holt, Morgan, Russell Architects, have submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the resolution authorizing award and the agreement itself must be available for public inspection;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement in substantially the form of the attached with the firm of Holt, Morgan, Russell Architects. The term of the contract is six (6) months for a lump sum fee not to exceed NINE THOUSAND FOUR HUNDRED (\$9,400.00) DOLLARS.

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 15.022

pg. 2

Agenda No. _____ 10.5

Approved: _____ JAN 14 2015

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO HOLT, MORGAN, RUSSELL ARCHITECTS FOR CONSTRUCTION ADMINISTRATION SERVICES IN CONNECTION WITH THE LOEWS THEATER - LOBBY BRONZE DOOR REHABILITATION, PROJECT NO. 2013-002 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION AND THE FRIENDS OF THE LOEWS, INC., A NON-PROFIT CORPORATION

2. A notice of this action shall be published in a newspaper of general circulation within the municipality within ten (10) days of the approval of this Resolution.
3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
4. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008, attached hereto and incorporated herein by reference shall be placed on file with this resolution.
5. In accordance with the Memorandum of Understanding, the afforesaid professional services agreement shall specify that in all matters the client of Holt, Morgan, Russell Architects for Project 2013-002 shall be "Friends of Loew's, a New Jersey not for profit corporation."

I, Donna Mauwer (DONNA MAUER), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-838-990 for payment of the above Resolution.

PO. # 115 792

RR/ab
December 26, 2014

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO HOLT, MORGAN, RUSSELL ARCHITECTS FOR CONSTRUCTION ADMINISTRATION SERVICES IN CONNECTION WITH THE LOEWS THEATER - LOBBY BRONZE DOOR REHABILITATION, PROJECT NO. 2013-002 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION AND THE FRIENDS OF THE LOEWS, INC., A NON-PROFIT CORPORATION

Project Manager

Department/Division	Administration	Architecture, Engineering and Traffic
Name/Title	Brian F. Weller, L.L.A., A.S.L.A.	Director
Phone/email	(201) 547-5900	Wellerb@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The services of a Construction Administration Firm is needed to attend the pre-construction meeting, answer any and all RFI's, shop drawing review, contractor invoice review and construction inspection and project close out procedures.

Cost (Identify all sources and amounts)

\$9,400.00 – General Building Capital Account
04-215-55-838-990

Contract term (include all proposed renewals)

The term of this will be six (6) months after award of the contract.

Type of award Non -Fair and Open

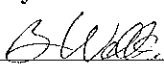
If "Other Exception", enter type

Additional Information

HMR will perform the following task:

Attendance at 6 construction phase meetings (kick-off, closeout and four interim progress meetings.), review of submittals, review of Contractor Application for Payment, inspection at substantial completion and preparation and final review of Punch List.

I certify that all the facts presented herein are accurate.


Signature of Department Director

12-29-14
Date



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING
TRAFFIC AND TRANSPORTATION

PUBLIC WORKS COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : December 30, 2014

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director, Architecture, Engineering, Traffic and Transportation

SUBJECT : Loew's Theater - Lobby Bronze Door Rehabilitation
Project No. 2013-002
Re: Holt, Morgan Russell Architects

Attached for your consideration is the Resolution Authorizing the award of a Professional Service Contract to Holt, Morgan, Russell Architects for Construction Administration of the Loews Theater - Lobby Bronze Door Rehabilitation. The work consisted of the following:

- Six (6) construction phase meetings (kick-off, closeout and four interim progress meetings.)
- Review of submittals
- Review of Contractor Applications for Payment
- Inspection at substantial completion and preparation of punch list
- Final review of punchlist

If you need any additional information, please do not hesitate to call.

ab

c: Peter Folgado, Purchasing Agent, RPPO, QPA

City Clerk File No. Ord. 09-061
Agenda No. 3.J 1st Reading
Agenda No. 4.J. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 09-061

TITLE: AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE LEASE, BY WAY OF A MEMORANDUM OF UNDERSTANDING, FOR THE LOEW'S THEATER, BLOCK 1863, LOT N24, TO THE FRIENDS OF THE LOEW'S INC., A NON-PROFIT CORPORATION

COUNCIL offered and moved adoption of the following Ordinance:

WHEREAS, the City of Jersey City executed a lease on October 15, 2004, with the Friend of the Loew's, Inc., for Block 1863, Lot N24 (the Loew's Theater); and

WHEREAS, by the adoption of Ordinances 04-033, amended by Ordinance 04-073, the City of Jersey City approved the execution of a lease with the Friends of the Loew's, Inc.; and

WHEREAS, the ordinances were authorized pursuant to N.J.S.A. 40A:12-14 of the Local Lands and Buildings Law (Law), which permits a Municipality to lease property to a non-profit corporation for nominal consideration for a public purpose as defined in N.J.S.A. 40A:12-15(i), subject to certain conditions; and

WHEREAS, the purpose of the lease was to enable Friends of the Loew's Inc., a non-profit organization of the State of New Jersey, to renovate the Property in accordance with the Construction Code, and operate and maintain the Property as a multi-cultural arts and entertainment center; and

WHEREAS, as the result of subsequent negotiations over the lease terms, the parties have agreed to modify the Lease by the execution of a Memorandum Of Understanding.

NOW, THEREFORE, BE IT ORDAINED, by the Municipal Council of the City of Jersey City that:

- I. The Mayor or Business Administrator is authorized to execute an amendment to the October 15, 2004 lease, by way of a Memorandum Of Understanding, with Friends of the Loew's, Inc., a non-profit corporation, which shall contain at a minimum the following mandatory terms and conditions of N.J.S.A. 40A:12-14 and N.J.S.A. 40A:12-15:
 - a) The property will be used solely for the following public purposes:

renovation of the Property in accordance with the Construction Code, and operate and maintain the Property as a multi-cultural arts and entertainment center, as more fully described in paragraphs 2 and 3 of the lease.
 - b) Friends of the Loew's, Inc. will submit an annual auditor's report to the City Clerk and a semi-annual report to the Business Administrator stating:
 - (i) the names and addresses of the principals of the corporation;
 - (ii) the use to which the leasehold was put, including the number of persons benefitting from the public purpose and whether they reside within or with the City;

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE LEASE, BY WAY OF A MEMORANDUM OF UNDERSTANDING, FOR THE LOEW'S THEATER, BLOCK 1863, LOT N24, TO THE FRIENDS OF THE LOEW'S INC., A NON-PROFIT CORPORATION

- (iii) the activities undertaken in furtherance of the public purpose;
 - (iv) the approximate value or cost of such activities; and
 - (v) an affirmation of the continued tax exempt status of the non-profit corporation pursuant to state and federal law.
2. The Memorandum Of Understanding shall be in substantially the form attached, subject to such modification as the Corporation Counsel or Business Administrator deems appropriate or necessary.
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect at the time and in the manner provided by law.
 - D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted.
For purposes of advertising only, new matter is indicated by **bold face** and amended matter by italic.

JM/he
4/17/09

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____

Business Administrator

Certification Required ☐

Not Required ☐

MEMORANDUM OF UNDERSTANDING (1/30/09)

The City of Jersey City (the "City") is the owner of the property known as the Loew's Jersey Theater, 54 Journal Square, Jersey City, New Jersey. The Friends of Loew's, Inc. is a New Jersey not for profit corporation formed for the sole purpose of the restoration and operation of the theatre for the benefit of the public. It is essential that a working relationship exists between the City and the Friends of Loew's, as the City's tenant, such that the interests of the public are protected and served with regard to the theatre, and that the theatre is restored to an active and attractive venue for entertainment and the arts.

Differences have arisen in the past between the City and the Friends of Loew's which both parties now seek to resolve, such that the required working relationship can be established and maintained.

Therefore, the parties wish to memorialize the understanding they have reached.

1) The relationship of Landlord and Tenant exists between the City and the Friends of Loew's.

2) This relationship is defined by the Lease between the parties dated October 15, 2004, which remains in full force and effect. The parties agree that this Lease is valid and binding and in full force and effect.

3) The Board of Trustees of the Friends of Loew's is responsible for the management of the theatre.

4) The Board of Trustees for the Friends of Loew's shall not exceed twenty-four (24) members, seventeen (17) members whom shall be selected by the Friends of Loew's for terms of five (5) years, two (2) members, who shall be appointed by the City Council President and shall serve at the pleasure of the Council President, but for a period of at least one (1) year; and, five (5) members, who shall be appointed by the Mayor and shall serve at the pleasure of the Mayor. The number of Board members shall not change for a period of three (3) years from the final date of adoption of the Memorandum of Understanding.

5) The balance of the Board consists of volunteers who are selected based upon their talents in management, the arts, or other areas which are important to the restoration and operation of the theatre.

6) The accomplishment of the aims and objectives of the Friends of Loew's and the Lease between the City and the Friends of Loew's consists of the following parameters:

- A) Adequate planning, such that the financial needs of the project including without limitation capital improvements, are made known to the City sufficiently in advance that the City can take appropriate and effective steps to provide for funding in the

future municipal budgets, in compliance with the relevant statutes. As to the sources of funding outside of the usual budgetary process, such as the 111 First Street funds and UEZ funding, the City will cooperate with the Friends of Loew's to identify and/or raise such funds and/or to disburse such funds in a timely manner, to insure that the funds are used as intended for the work contemplated in the lease. Nothing contained herein shall be deemed to commit the City to encumber funds in any proposed municipal budget for the financial requirements of the theater.

- B) The provision of anticipated services, such as utilities, maintenance and repair, insurance and, if necessary, replacement of fixtures and equipment (but not capital improvements) as required under this Lease.
 - C) Cooperation between the parties in the planning and execution of necessary restorative work on the theatre itself.
 - D) Cooperation between the parties in the booking of events; such that the Friends of Loew's are able to accommodate such events without concern over the physical condition of the theatre or conflicts with City Sponsored Events, as defined in the Lease.
 - E) The holding of regular meetings of the Board to discuss current issues affecting the building, its operation, restoration and maintenance, and events to be held there.
 - F) The fostering of a spirit of mutual cooperation consistent with the duties and obligations of the Friends of Loew's and the City of Jersey City.
 - G) The creation and maintenance of open channels of communications to supplement the regular Board meetings.
- 7) It is agreed by both parties that the terms and conditions of the Lease apply to both parties and that each party will abide by the terms and conditions of the Lease.
- 8) As to the dealings between the parties, each will act in good faith and will deal fairly with the other.
- 9) The City shall make good faith efforts to secure and provide all funding called for in the lease including capital improvements operating capital and master planning. The City shall undertake the capital improvements as defined under the Lease, subject to Council appropriation and/ or approval, only if good faith efforts to locate funding for the capital improvements are unsuccessful. The City shall undertake said

capital improvements in conjunction and coordination with the Friends of the Loew's. The failure to provide funding as defined under the Lease or the failure of the Friends of the Loew's to meet deadlines specifically related to the City's failure to provide funds shall not be deemed to be a default of the Tenant under the terms of the Lease.

10) The City will take such steps as are necessary to accomplish the securing of funds from sources other than the City, as contemplated by the Lease, including without limitation:

- A) The appropriation of \$50,000.00 by the appropriate City parties/agencies/officials from the tax abatement extension resolution of the ADP Building matter upon the submission of a spending plan by Friends of Loew's, shall be expended in accordance with the spending plan and all actions shall be governed by all applicable Federal/State laws, including, but not limited to, the Local Public Contracts Law;
- B) The appropriation of the remaining funding received by the City from the New Gold Equities agreement once said funds have been received by the City and a new building at 111 First Street is approved. Friends of Loew's shall be entitled to \$333,000 payment from the City within ninety (90) calendar days from receipt by the City of said monies from New Gold Equities, which is triggered by site plan approval for a new building at 111 First Street. Friends of Loew's shall be entitled to an additional \$167,000 payment from the City within ninety (90) calendar days from receipt by the City of said monies from New Gold Equities, which will be triggered by the issuance of the Construction Permit for the new building at 111 First Street. Said monies shall then be appropriated by the applicable City parties/agencies/officials once it receives the submission of a spending plan by the Friends of Loew's and said monies shall be expended in accordance with the spending plan and all actions shall be governed by applicable Federal/State law, since these monies are deemed by law to be public funds under law; including, but not limited to, the Local Public Contracts Law; and,
- C) The applications for funds from the Jersey City Urban Enterprise Zone.
- D) The obligation of the City to cooperate with the Friends of Lowes in the making and prosecution of applications for UEZ funding shall continue throughout the term of the Lease and any extensions thereof.

E) Within sixty (60) days of the final execution of the Memorandum of Understanding, the City shall provide Friends of Loew's with a written statement containing:

- a) a specific timetable for the filing of funding applications with the UEZ as to capital improvements, operating capital and master planning; and,
- b) the identities of alternate sources of funding, if UEZ funding is not available.

F) Any capital improvement amounts set forth in the original Lease shall be increased by twelve (12%) percent to take into account increased costs since the original Lease.

11) Friends of Loew's will make all reasonable efforts to obtain funds from donations, ticket receipts, theatre rentals, grants and any other sources to supplement the funds provided by the City.

12) As to funds to be provided by the City, it will act promptly and in compliance with all applicable statutes and ordinances in providing these funds. The City will also take these commitments into account in drafting and adopting its annual budget.

13) The Friends of Loew's will cooperate with the City to insure that all contracts entered into by Friends of Loew's are negotiated in such a manner as to keep the City fully advised; through the City's members on the Board, of such negotiations; to abide by all terms and conditions under such contracts, including the requirements of governmental and quasigovernmental entities in connection with such contracts, as may be applicable; and to keep appropriate and accurate books and records such that the use of such funds can be accounted for. The Friends of Loew's agree that they shall be bound by the requirements of any and all applicable laws, ordinances, rules and regulations particularly as to the Local Public Contracts Law, especially as it relates to the expenditure of all public funds and/or any requirement under the Lease. Contracts for the rental of the theater shall be excluded from the provisions of this paragraph.

14) The parties will cooperate in the design, planning, phasing and scheduling and execution of work on the theatre structure and systems, as described in the Lease as Phase IA Construction. As to public funds, and/or any other situation required by this Lease, the Friends of Loew's shall be bound by any and all applicable laws, at any government level, particularly the Local Public Contracts Law.

15) The final plans and specifications developed by the Friends of Loew's architect will be submitted to the City for the drafting of appropriate Requests for Proposals for such work, and the awarding of contracts by the City, while the direct oversight and management of such work will be done by the Friends of Loew's's architect in cooperation with the appropriate City offices and agencies. However, the plans and specifications developed by the Friends of Loew's' architect shall not be subject to

substantial and material modification without the approval of Friends of Loew's and the City, which shall not be unreasonably withheld.

16) The City shall exercise good faith in the oversight of the bidding process. No decision shall be made on such bids unless and until they have also been reviewed by the Friends of Loew's' architect, to insure that the bids meet such architect's approval on specific and material points, which shall not be unreasonably withheld. The City shall, with regard to the Friends of Loew's, exercise good faith and fair dealing in its review of bids, and will not exercise its right to reject any and all bids in a manner which predominantly delays or frustrates the purposes of the Friends of Loew's.

17) "Direct oversight and management" of work by Friends of Loew's' architect shall specifically include: scheduling and phasing of work; procurement of materials; site inspections; approval of submittals; authorization to proceed with specific tasks; the issuance of stop work and change orders; partial, conditional and final approvals of work; and, the like.

18) The City shall, where applicable and appropriate, promptly process such payments to contractors as are approved in writing by Friends of Loew's' architect and applicable City officials/professionals, upon such architect's/officials/professionals certifications that the work has been performed in compliance with the plans and specifications. The City will not arbitrarily or capriciously withhold such approval of payment. All requests for approval for payment will be processed by the City within fifteen (15) business days (Saturday, Sundays and holidays excluded) of receipt by the appropriate City officials and either approved for payment to be submitted to the City Council thereafter; or disapproved for payment. If payment is disapproved, the City shall specify, in writing, the reason(s) for disapproval with reference to the work performed and the non-compliance of the contractor. If the City fails to provide said written reason(s) by the close of business on the fifteenth (15th) business day (Saturday, Sunday and holidays excluded) following submission of the request for approval to the appropriate City officials, then the request shall be deemed approved for payment to be submitted to the City Council thereafter. The term "applicable and appropriate" shall mean that the Friends of Loew's' architect has certified that such work has been completed in accordance with specifications and that the City has no specific dispute that the work has not been certified in accordance with such specifications.

19) The parties recognize that the State of New Jersey has entered into a grant agreement with the City which, upon the execution of a subgrant agreement between the City and Friends of Loew's, will make funds available for improvements to make the theater accessible to persons with physical or developmental limitations. A resolution as to the subgrant agreement has been passed by the City Council, notwithstanding that the terms of the subgrant agreement have not been finalized. The parties will cooperate in a prompt and timely manner to insure that the terms of the subgrant agreement are finalized and the funds made available. Further, the parties will cooperate to insure that such funding remains available from the State of New Jersey.

20) The City and the Friends of Loew's mutually agree that HMR Architects is acceptable to both parties. The City and Friends of Loew's shall apply to the

Jersey City Urban Enterprise Zone and/or other non City funding sources and/or the City for the direct appropriation and approval, by the City Council, for funding for HMR. The relationship of architect and client shall be between HMR Architects and the Friends of Loew's.

21) Friends of Loew's' architect will render all invoices in such form as the City may require to insure prompt processing and compliance with all applicable laws and regulations.

22) Friends of Loew's shall be copied on all written communications between the City and Friends of Loew's' architect.

23) The City recognizes the autonomy of the Friends of Loew's and will not interfere with its right to enter into contracts and/or agreements which are not contrary to law (where applicable), contrary to the Lease and contrary to this memorandum, including contracts with licensed professionals.

24) In the event of disputes, the City and Friends of Loew's will make good faith efforts to resolve such disputes by consent, in an equitable and prompt manner, before recourse to the courts.

25) As to any technical defect in the Lease between the parties, such as the attestation of the same by the City Clerk, the City and Friends of Loew's will promptly attend to the remediation of such defect.

26) The Mayor and Council will take immediate steps to appoint members to the Board of Trustees.

27) Seven (7) days notice of the meeting of the Board of Trustees will be given to its members and the City. Seven (7) days notice of Council meetings and/ or Council resolutions/ ordinances shall be given to the Friends of the Loew's regarding Loew's/ Friends of the Loew's' issues.

28) The parties will cooperate to insure that the Board holds regular meetings at least quarterly and emergent meetings as needed.

29) Upon execution, this Memorandum will be deemed to be an addendum to the Lease between the parties, and all terms of the Lease inconsistent with this Memorandum shall be deemed subject to the provisions of this Memorandum.

30) The City, subject to the availability of funds, will fund the retention of a consultant, selected and hired by the Friends of Loew's in consultation with the City to advise on the master plan for the future operation of the Theatre. The City will not arbitrarily reject the Friend's of Loew's' choice. Subject to the approval of the consultant by the City Council and providing that funding is available from the City and that the funding has been appropriated for the purpose prior to retention, Friends of Loew's shall retain said consultant within one hundred eighty (180) calendar days of the full execution of this Memorandum of Understanding. This consultant shall not be a substitute for the

master plan process contemplated in the Lease nor shall the hiring of the consultant be deducted from the funds designated by the Lease for the master plan. Nothing herein shall be deemed to have the Friends of Loew's bound by the recommendations of the Consultant and the Friends of Loew's reserves the right to challenge any recommendations of the Consultant.

31) Three (3) representatives of the Friends of Loew's and three (3) representatives of the City shall meet not more than every two (2) months, or more frequently if mutually agreed to, with regard to meetings of a general nature. The same number of representatives from the Friends of Loew's and the City shall meet not more than monthly, or more frequently if mutually agreed to, to address issues concerning construction as well as to address Lease Agreement timelines/bench marks. Construction items shall take priority at said meetings. The parties agree, after the first year anniversary of the final execution of the Memorandum, to meet quarterly during the remainder of the Lease Agreement. The parties will endeavor to distribute a written agenda to each party at least three (3) business days prior to the meeting.

32) The provisions in Section 24 of the Lease, as to insurance covering "Products/Completed Operations Aggregate Limit" shall be reduced from \$2,000,000 to \$1,000,000.00.

33) The annual audit called for in Section 49 of the Lease shall be completed, and a copy forwarded to the City, through its Business Administrator, by June 1st of the year following the year in which the audit covers (i.e. an audit for 2008 must be done and forwarded by June 1, 2009).

34) The parties agreed that funding from The County of Hudson Open Space Trust Fund would be sought for the replacement of the side exit doors and the repair of the fire escapes, since UEZ funding originally budgeted for these items and become unavailable. The County did grant funds for the replacement of some of the doors, while indicating that a subsequent application for the balance of the doors and the fire escapes would be viewed favorably. As part of these changes, the City agrees to submit, within sixty (60) days of the final execution of the Memorandum of Understanding, an application to the UEZ Authority, or if the City deems appropriate, alternative funding source for funds to cover the air conditioning installation over and above \$600,000.00 currently granted from The County of Hudson Open Space Trust Fund for said work. Friends of the Loew's is presently in the design phase of that project and the City agrees, as part of the Memorandum, that said monies for air conditioning installation necessary to complete the project shall be funded as described above.

35) Recognizing that there have been and will be contracts entered into by the Friends of Loew's for events at the Theatre and that some of the work to be done would preclude the use of the Theatre for such events, the work would be scheduled around these bookings. Both sides would cooperate in such a way as to minimize the adverse impact of such work on the operations of the Theatre. On the City's part, this would require that the processing of applications for permits and the like, as well as the scheduling and completion of required inspections, would be done in a prompt and diligent manner. On the part of the Friends of Loew's, the Friends would allow adequate time for

contractors and the City's Construction Official to insure that the time allowed is sufficient for the work being done.

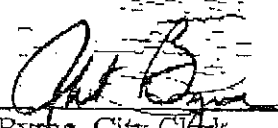
36) The City shall provide the Friends of Loew's with written responses within thirty (30) calendar days of final execution of this Memorandum of Understanding as to any outstanding questions the Friends of the Loew's have regarding the status of a Livable Cities Grant received by the City for the purposes of making ADA related improvements to the Loew's Theatre, monies received by the City for the Loew's Theatre as part of a tax abatement extension granted to the ADP building in Journal Square, and funds from the 111 First Street settlement. The answers provided by the City shall include description of all information that Friends of the Lowe's must provide when making an application to the City or other appropriate entity for the provision/ use of these various funds.

In conclusion, the parties recognize that the Loew's Jersey Theatre was a landmark public resource for generations of the residents of Jersey City and the surrounding area which fell into disrepair and disuse due to changes in the entertainment industry and the general deterioration of the Journal Square area, which had been a regional center of commerce and retail services. Now that the City and Journal Square are experiencing a renaissance, the parties will work to restore the theatre to its original place or importance as a popular and cultural resource consistent with its former ranking among the great theatres of America.

IN WITNESS WHEREOF, the parties have hereto set their hands and seal, or caused those present to be signed by the appropriate corporate officers as of the dates set forth below.

ATTEST:

CITY OF JERSEY CITY,
a municipal corporation of the
State of New Jersey


Robert Byrne, City Clerk

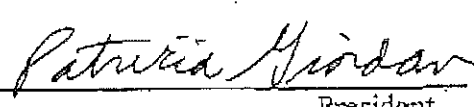
By: 
Jeremiah Healy, Mayor

Dated: JUN 30 2009

ATTEST:

FRIENDS OF LOEW'S, INC.


Dated: 7/17/09

By: 
Patricia Jordan
President

Ordinance of the City of Jersey City, N.J.

Ord. 09-061

ORDINANCE NO.

TITLE:

3.J. APR 22 2009 4.J. MAY 20 2009

An ordinance authorizing an amendment to the lease, by way of a memorandum of understanding for the Loew's Theater, Block 1863, Lot N24, to the Friends of the Loew's Inc., a non-profit corporation.



RECORD OF COUNCIL VOTE ON INTRODUCTION								APR 22 2009 9-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
KENNY	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING								MAY 20 2009 9-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
KENNY	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

PATRICIA GORDAN
YVONNE BALZER

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
KENNY				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
KENNY	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on

APR 22 2009

Adopted on second and final reading after hearing on

MAY 20 2009

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on

MAY 20 2009

Robert Byrne

Robert Byrne, City Clerk

APPROVED:

Mariano Vega, Jr.

Mariano Vega, Jr., Council President

Date:

MAY 20 2009

APPROVED:

Jeremiah E. Walsh

Date

MAY 22 2009

Date to Mayor

MAY 21 2009

*Amendment(s):

AGREEMENT

Agreement made this day of 2015, between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and **Holt, Morgan Russell Architects, 821 Alexander Road, Suite 115, Princeton, New Jersey 08540** ("CONSULTANT").

WHEREAS, the City requires the services of a **professional Architectural and Engineering Services** in connection with the City's **the Loew's Theater - Lobby Bronze Door Rehabilitation**.

WHEREAS, Consultant has the skills and expertise necessary to undertake this project in matters relating to a **rehabilitation of the existing lobby bronze door at the Loew Theater**.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with professional **Architectural and Engineering** services in connection with **Loews Theater - Lobby Bronze Door Rehabilitation**.

ARTICLE II

Scope of Services

COPY

1. CONSULTANT shall perform for the CITY all of the required professional **Architectural/Engineering** services in accordance with the Memorandum of Understanding between the City of Jersey City and the Friends of the Loews (FOL) and the proposal prepared by the CONSULTANT dated **November 14, 2014**.

2. Such described services shall be performed during a period of **six (6) months**.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and

signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

ARTICLE III

Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with a degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of professional services described in this Agreement will be on a monthly basis in accordance with the attached quote dated November 14, 2014 for a total cost not to exceed **Nine Thousand Four Hundred Dollars (\$9,400.00)**.

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached quote prepared by CONSULTANT. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

ARTICLE V

Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Contract.

- A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000) DOLLARS combined single limit for Bodily Injury and Property Damage Liability. The CITY OF JERSEY CITY, its agents, servants shall be named as additional insured.
- B. Automobile Liability Coverage: covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.
- C. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the CONSULTANT in the sum of ONE MILLION (\$1,000,000) DOLLARS (Statutory).
- D. Professional Liability Insurance: covering as insured the CONSULTANT with not less than TWO MILLION (\$2,000,000) DOLLARS limit of liability. Said policy shall include an endorsement whereby the CONSULTANT indemnifies and holds harmless the CITY, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission, or negligent act of the CONSULTANT or any one employed by the CONSULTANT.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. All certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number **Loews Theater - Lobby Bronze Door Rehabilitation, Project No. 2013-002.**

3. The insurance policies described in this Article shall be kept in force for the period specified below:

- A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance shall be kept in force until submission of the CONSULTANT'S final invoice.
- B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both the CITY and the CONSULTANT.

ARTICLE VII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a **bi-weekly** basis a progress report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days written notice. Upon receipt of a termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this Contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE IX

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Chief Architect of the Division of Architecture of the CITY on any claim or dispute covered by this Article.

ARTICLE X

Nondiscrimination

In connection with the performance of work under this Contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI

Compliance with Equal Employment Opportunity/Affirmative

Action Plan

1. If the Contract Agreement exceeds \$36,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative

Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and Additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

3. Consultant shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XII

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Consultant is required to read Americans With Disabilities language that is included as Appendix A of this quote and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, resulting solely from an error, omission, or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this Contract. Said agreement shall indemnify and defend the CITY, and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XIV

ENTIRE AGREEMENT

1. This Agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement whether oral or written with respect to the subject matter thereof and has been induced by no representations, statement or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XV

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XVI

POLITICAL CONTRIBUTIONS PROHIBITION

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L.2004, c. 19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office to the City of Jersey City when the contract is awarded.

ARTICLE XVII

CHAPTER 271 POLITICAL CONTRIBUTION DISCLOSURE

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005,c271) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by
their duly authorized officers.

CITY OF JERSEY CITY

ATTEST

ROBERT KAKOLESKI
Business Administrator

ROBERT BRYNE
City Clerk

Date: _____

Date: _____

ATTEST:

HOLT, MORGAN, RUSSELL
ARCHITECTS

BY: _____

APPROVED AS TO LEGAL FORM

FRIENDS OF LOEW'S INC.

RAYMOND REDDINGTON
Supervising Ass't. Corporation Counsel

BY: _____

APPROVED FOR INSURANCE REQUIREMENTS

MATT HOGAN
Risk Manager

H M R ARCHITECTS

November 14, 2014

Mr. Chris Charas
City of Jersey City
Division of Architecture
Jersey City, NJ

Re: Loew's Jersey Theatre
Lobby Door Rehabilitation
Construction Administration Phase Fee

Dear Mr. Charas:

We are pleased to provide this fee proposal for Construction Phase Services related to the rehabilitation of Lobby Entry Doors at the Loew's Jersey Theatre at 54 Journal Square, Jersey City, NJ.

This proposal is for Construction Phase services only, as follows:

- Attendance at construction kick-off meeting
- Review of submittals
- Review of Contractor Applications for Payment
- Attendance at up to six (6) project progress meetings
- Inspection at substantial completion and preparation of punchlist
- Final review of punchlist
- Bid Phase services are NOT included.
- Consultants are NOT included

Fee has been calculated based on anticipated number of meetings within 120 day Construction Contract period. If additional construction phase meetings are required, they will be billed as an additional expense at standard hourly rates.

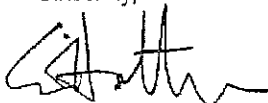
Also note that an allowance has been included for reimbursable expenses, to be invoiced without markup. The majority of the reimbursable expense is for travel, tolls and parking.

The following fixed fees and costs are proposed:

Construction Phase Services:	\$ 8,800
Reimbursable expenses:	<u>\$ 600</u>
Total fees and costs:	\$ 9,400

Please do not hesitate to contact us if you have any questions.

Sincerely,


Eric Holtermann, AIA

ARCHITECTURE
PLANNING
INTERIORS
HISTORIC
PRESERVATION

Philetus H. Holt III, AIA
Robert W. Russell, AIA
Eric J. Holtermann, AIA

Laura H. Citron, AIA
LEED AP

821 Alexander Road
Suite 115
Princeton, NJ 08540
T 609.452.1070
F 609.452.1074
www.hmr-architects.com

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Eric Holtermann, Corp. Sec'y

Representative's Signature: [Signature]

Name of Company: HMA Architects, PA

Tel. No.: 609-452-1070 Date: 12/12/2014

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Eric J. Holtermann / Corp. Sec'y
Representative's Signature: [Signature]
Name of Company: HML Architects, PA
Tel. No.: 609-452-1070 Date: 12/12/2014

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Hmp Architects, PA

Address: 821 Alexander Rd Suite 115 Princeton, NJ 08540

Telephone No.: 609-452-1070

Contact Name: Eric Haltermann

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that HMR Architects, PA (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract HMR Architects (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: HMR Architects, PA

Signed: [Signature] Title: Corp. Sec'y

Print Name: Eric Holtermann Date: 12/12/2014

Subscribed and sworn before me
this 12 day of Dec, 2014.
My Commission expires:

10/1/2019

[Signature]
(Affiant)
Eric Holtermann Corp. Sec'y
(Print name & title of affiant) (Corporate Seal)

[Signature]
Suzanne K. Reiss
NOTARY PUBLIC
State of New Jersey
My Commission Expires 10/07/2019

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidates committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (s).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gafewald
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
 ☐ Subchapter S Corporation
 ☐ Limited Partnership
 ☐ Limited Liability Corporation
 ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: AMP Architects, PA

Signed: [Signature] Title: Corp. Sec'y

Print Name: Eric Holtermann Date: 12/12/2014

Subscribed and sworn before me this <u>12th</u> day of <u>Dec</u> , 2014 My Commission expires: <u>10/17/2019</u> <u>[Signature]</u>	<u>[Signature]</u> (Affiant) <u>Eric Holtermann Corp. Sec'y</u> (Print name & title of affiant) (Corporate Seal)
---	---

Suzanne K. Reiss
 NOTARY PUBLIC
 State of New Jersey
 My Commission Expires 10/07/2019

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
Robert W Russell	88 Rollingmead St Princeton NJ	52.70
Eric Holtermann	45 N. Main St. Pennington NJ	38.70

SIGNATURE: _____

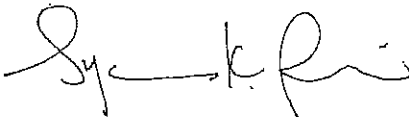
Eric Holtermann

TITLE: _____

Corp. Sec'y

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY12th of Dec. OF 20 14

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey
MY COMMISSION EXPIRES: 20: 10/7/2019(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED
WITH THIS PROPOSAL).Suzanne K. Reiss
NOTARY PUBLIC
State of New Jersey
My Commission Expires 10/07/2019

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

HMR ARCHITECTS, P.A.

TRADE NAME:

ADDRESS:

821 ALEXANDER ROAD, SUITE 115
PRINCETON NJ 08540-6527

SEQUENCE NUMBER:

0105042

EFFECTIVE DATE:

10/22/01

ISSUANCE DATE:

10/26/12



Director
New Jersey Division of Revenue

FORM-BRC

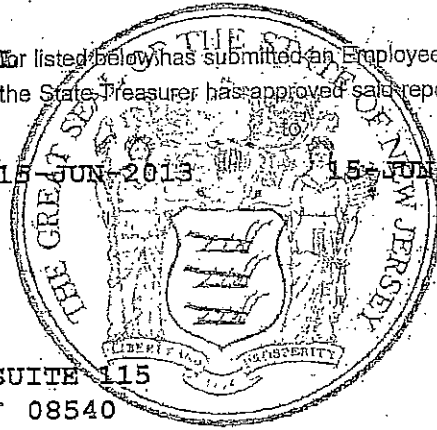
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.


CERTIFICATE OF EMPLOYEE INFORMATION REPORT 11088

This is to certify that ~~REDACTED~~ listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15 JUN 2013 15 JUN 2020

HMR ARCHITECTS, P.A.
821 ALEXANDER ROAD, SUITE 115
PRINCETON NJ 08540




Andrew P. Sidamon-Eristoff
State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.023

Agenda No. 10.1

Approved: JAN 14 2015



TITLE: RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO ARCADIS U.S., INC. (ARCADIS) TO PERFORM FURTHER ENVIRONMENTAL INVESTIGATION FOR PJP CHECK CASHING SITE, PROJECT NO. 12-009, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, the City of Jersey City (City) took possession of the PJP Check Cashing Site located at 400 Sip Avenue (Site) through condemnation proceedings on June 18, 2010; and

WHEREAS, the Site is listed on the National Priorities List (NPL) of Superfund, which is the federal government's program to clean up the nation's uncontrolled hazardous waste sites. The Site environmental condition investigation must be completed in order for it to be deleted from the NPL; and

WHEREAS, Resolution No.12-342 approved on April 25, 2012 awarded a professional engineering services contract to Malcolm Pirnie in the amount of One Hundred and Eight Thousand Five Hundred Dollars and Zero Cents (\$108,500.00) for a limited environmental investigation for the City, Project No. 12-009; and

WHEREAS, to be in compliance with the current New Jersey Department of Environmental Protection's (NJDEP) requirements and to remove the Site from NPL, the City requires the professional services of an environmental and engineering firm to perform further environmental investigation, including preliminary assessment and site investigation; and

WHEREAS, in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq., the City, in April 2012, publicly advertised a Request for Qualifications (RFQ) for general civil engineering services through the "fair and open process" and evaluated each firm as to its qualifications to provide these services; and

WHEREAS, ARCADIS U.S., INC. (ARCADIS) (f.k.a. Malcolm Pirnie) submitted a Qualification Statement in response to the City's 2012 RFQ; and

WHEREAS, ARCADIS is a pre-qualified environmental and engineering firm that provides environmental and civil engineering services for projects, such as the investigation for the PJP Check Cashing Site; and

WHEREAS, in response to the City's request for a proposal, ARCADIS submitted the attached proposal dated December 5, 2014 in the amount of Two Hundred Thirty Thousand, Nine Hundred Forty Dollars and Zero Cents (\$230,940.00); and

WHEREAS, the total contract amount for professional environmental and engineering services to conduct further environmental investigation, Project No. 12-009, shall be for a sum not to exceed Two Hundred Thirty Thousand, Nine Hundred Forty Dollars and Zero Cents (\$230,940.00); and

WHEREAS, funding in the amount of Two Hundred Thirty Thousand, Nine Hundred Forty Dollars and Zero Cents (\$230,940.00) is available for this expenditure from:

Account No. 04-226-55-000-37 Requisition #0168590 P.O. # 115794 Amount \$230,940.00

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law: N.J.S.A. 40A:11-5 (1)(a)(i); and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, this contract is awarded pursuant to the fair and open process of the Pay-To-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, ARCADIS has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008.

City Clerk File No.

Res. 15.023

Agenda No.

10.1 JAN 14 2015

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO ARCADIS U.S., INC. (ARCADIS) TO PERFORM FURTHER ENVIRONMENTAL INVESTIGATION FOR PJP CHECK CASHING SITE, PROJECT NO. 12-009, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with ARCADIS, to provide environmental and engineering services for a total contract amount not to exceed \$230,940.00;
2. The term of the contract shall be twelve (12) months with a final completion date of December 31, 2015;
3. This Agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i);
4. A copy of this Resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of its adoption;
5. This contract is awarded using the Fair and Open Process of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.;
6. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and
7. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

Account No. 04-226-55-000-37 Requisition #0168590 P.O. # 115794 Amount \$230,940.00

Approved: Shyue Cheng Huang
Shyue Cheng (Stanley) Huang, P.E., Municipal Engineer

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC & TRANSPORTATION
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 547 4703



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : December 24, 2014
TO : Rolando L. Lavarro Jr., Council President and Council Members
FROM : Stanley S.C. Huang, Municipal Engineer
Brian Weller, Director, Division of Architecture & Engineering
SUBJECT : Environmental Investigation for PJP Check Cashing Site
Jersey City Project No. 12-009
Resolution to Award Contract to ARCADIS

The City of Jersey City (City) took possession of the PJP Check Cashing Site located at 400 Sip Avenue (Site) through condemnation proceedings on June 18, 2010.

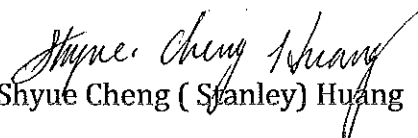
The Site is listed on the National Priorities List (NPL) of Superfund. The Site environmental condition investigation must be completed prior to being deleted from the NPL.

Resolution No.12-342 approved on April 25, 2012 awarded a professional engineering services contract to Malcolm Pirnie (ARCADIS) in the amount of One Hundred and Eight Thousand Five Hundred Dollars and Zero Cents (\$108,500.00) for a limited environmental investigation for the City, Project No. 12-009.

Now New Jersey Department of Environmental Protection's (NJDEP) requires the City to perform further environmental investigation for the site. Therefore, the City requires the professional services of an environmental and engineering firm to perform further environmental investigation, including preliminary assessment and site investigation.

In response to the City's request for a proposal, ARCADIS submitted the attached proposal dated December 5, 2014 in the amount of Two Hundred Thirty Thousand, Nine Hundred Forty Dollars and Zero Cents (\$230,940.00)

Attached for your consideration is the Resolution authorizing the award of a contract to ARCADIS with the amount of \$230,940.00 for the subject project.


Shyue Cheng (Stanley) Huang
Municipal Engineer


Brian Weller
Director, Div. of Architecture & Engineering

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution authorizing the award of a professional engineering services contract to ARCADIS U.S., INC. (ARCADIS) to perform further environmental investigation for PJP Check Cashing Site, project no. 12-009, for the Department of Administration, Division of Architecture, Engineering, Traffic and Transportation

Project Manager

Department/Division	Administration	Architecture , Engineering , Traffic & Transportation
Name/Title	Lichuan Wang	Principle Engineer
Phone/email	201-547-5072	Lichuan@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The PJP Check Cashing Site is listed on the National Priorities List (NPL) of Superfund. The site environmental condition investigation must be completed prior to being deleted from the NPL. NJDEP requires the City to perform further environmental investigation. Therefore, the City requires the professional services of an environmental and engineering firm to perform further environmental investigation for the site, including preliminary assessment and site investigation.

Cost (Identify all sources and amounts)

04-226-55-000-37 : \$230,940.00

Contract term (include all proposed renewals)

Twelve (12) months

Type of award

Fair and Open

If "Other Exception", enter type

Additional Information

The implementation of this program will comply with NJDEP requirements and delist the site from NPL.

I certify that all the facts presented herein are accurate.


Signature of Department Director

1.2.15
Date

RESOLUTION FACT SHEET


1. **Full Title of Resolution Agreement:**
Resolution authorizing the award of a professional engineering services contract to ARCADIS U.S., INC. (ARCADIS) to perform further environmental investigation for PJP Check Cashing Site, project no. 12-009, for the Department of Administration, Division of Architecture, Engineering, Traffic and Transportation
2. **Name and Title of Person Initiating the Resolution:**
Lichuan Wang, P.E.
3. **Concise Description of the Program, Project or Plan Proposed in the Resolution:**
The City requires the professional services of an environmental and engineering firm to perform further environmental investigation for the site, including preliminary assessment and site investigation.
4. **Reasons (Need) for the Proposed Program, project, etc:**
The Site is listed on the National Priorities List (NPL) of Superfund. The Site environmental condition investigation must be completed prior to being deleted from the NPL. NJDEP requires the City to perform further environmental investigation.
5. **Anticipated Benefits to the Community:**
The implementation of this program will comply with NJDEP requirements and delist the site from NPL.
6. **Cost of Proposed Program, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions):**

Two Hundred Thirty Thousand, Nine Hundred Forty Dollars and Zero Cents (\$230,940.00)
7. **Date Proposed Program or Project will Commence:**
January 1, 2015
8. **Anticipated Completion Date:**
December 31, 2015
9. **Person Responsible for Coordinating Proposed Program, Project, etc.:**

<u>Lichuan Wang, P.E.</u>	<u>201-547- 5072</u>	<u> </u>
NAME	TELEPHONE	EVENING

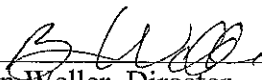
10. **Additional Comments:**

Based on the information provided to me, I certify that all the Facts Presented Herein is Accurate to the best of my knowledge.


Shyue Cheng (Stanley) Huang, P.E., Municipal Engineer

1/2/15

Date


Brian Weller, Director,
Div. of Architecture, Engineering, Traffic & Transportation

1.2.15

Date

Robert Kakoleski, Director, Business Administrator

Date

AGREEMENT

Agreement made this day of , 2015 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and ARCADIS U.S., INC. (ARCADIS), 17-17 Route 208 North, Fair Lawn, NJ 07410, hereinafter referred to as CONSULTANT.

WHEREAS, the City of Jersey City (City) took possession of the PJP Check Cashing Site located at 400 Sip Avenue (Site) through condemnation proceedings on June 18, 2010 ; and

WHEREAS, the Site is listed on the National Priorities List (NPL) of Superfund, which is the federal government's program to clean up the nation's uncontrolled hazardous waste sites. The Site environmental condition investigation must be completed prior to being deleted from the NPL; and

WHEREAS, Resolution No.12-342 approved on April 25, 2012 awarded a professional engineering services contract to Malcolm Pirnie in the amount of One Hundred and Eight Thousand Five Hundred Dollars and Zero Cents (\$108,500.00) for a limited environmental investigation for the City, Project No. 12-009; and

WHEREAS, to be in compliance with the current New Jersey Department of Environmental Protection's (NJDEP) requirements and to remove the Site from NPL, the City requires the professional services of an environmental and engineering firm to perform further environmental investigation, including preliminary assessment and site investigation; and

WHEREAS, in response to the City's request for a proposal, ARCADIS U.S., INC. (ARCADIS) (f.k.a. Malcolm Pirnie) submitted the attached proposal dated

December 5, 2014 in the amount of Two Hundred Thirty Thousand, Nine Hundred Forty Dollars and Zero Cents (\$230,940.00); and

WHEREAS, this Agreement was authorized by Resolution _____ approved on January ____, 2015.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with services to perform environmental investigation for PJP Check Cashing Site, Project No. 12-009.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional engineering services in accordance with this Agreement and the Proposal prepared by the CONSULTANT dated December 5, 2014 which is attached hereto and incorporated herein by reference. This Agreement and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of twelve (12) months commencing upon the execution of this agreement by City officials.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced to writing and signed by authorized representatives of the CITY and

CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

ARTICLE III

Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of the professional services described in this Agreement will be in accordance with the attached CONSULTANT'S proposal dated December 5, 2014 in the amount of Two Hundred Thirty Thousand, Nine Hundred Forty Dollars and Zero Cents (\$230,940.00);

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. Monthly report (including but not limited to narrative description of the work performed, sample analysis report, photograph, etc.) must be attached to each invoice. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

ARTICLE V

Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Contract.

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverage - covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS per occurrence and TWO MILLION (\$2,000,000.00) DOLLARS in aggregate combined single limit for Bodily Injury and Property Damage Liability. The CITY of Jersey City, its agents, servants shall be named as additional named insured.

B. Automobile Liability Coverage: naming as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage

C. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the CONSULTANT in the sum of ONE MILLION (\$1,000,000.00) DOLLARS (Statutory).

D. Professional Liability Insurance: covering as insured the CONSULTANT with not less than TWO MILLION (\$2,000,000.00) DOLLARS limit of liability. Said policy shall include an endorsement whereby the CONSULTANT indemnifies and holds harmless the CITY, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission or negligent act of the CONSULTANT or any one employed by the CONSULTANT.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City

as an additional insured. All certificates shall bear said City Project Name and Number – Project No. 12-009.

2. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the CONSULTANT'S final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both, the CITY and the CONSULTANT.

ARTICLE VII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

1. **Termination:** CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days' written notice. Upon receipt of termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. **Suspension:** CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE IX

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with

the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering of the CITY or any claim or dispute covered by this Article.

ARTICLE X

Nondiscrimination

In connection with the performance of work under this contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI

Compliance With Equal Employment Opportunity/Affirmative Action Plan

1. If the Contract Agreement exceeds \$36,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and CONSULTANT shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

3. CONSULTANT shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XII

Compliance With Americans With Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The CONTRACTOR is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said

agreement shall indemnify and defend the CITY and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XIV
Entire Agreement

1. This agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey

ARTICLE XV
P.L. 2004, c.57 (N.J.S.A. 52:32-44)
MANDATORY BUSINESS REGISTRATION REQUIREMENTS
Non Construction Contracts

P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40::11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the CONTRACTOR shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the CONTRACTOR and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of Section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XVI

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
on the date set forth above.

CITY OF JERSEY CITY

ATTEST:

ROBERT J. KAKOLESKI
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

ATTEST:

ARCADIS U.S., INC.

BY: _____

NAME
TITLE

APPROVED AS TO LEGAL FORM

RAYMOND REDDINGTON
Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

Mathew Hogan
Risk Manager



Brian F. Weller, L.L.A., A.S.L.A
Director of Division of Architect and Engineering
City of Jersey City
Division of Architecture
575 Route 440, 2nd Floor
Jersey City, New Jersey 07305

Subject:
PJP Operating Area
Proposal for Environmental Engineering Services

Dear Mr. Weller:

ARCADIS, US, Inc. (ARCADIS) is pleased to provide this proposal to assist the City of Jersey City (City) perform environmental engineering services at the PJP Operating Area (formerly known as Truck Stop and Check Cashing) Site and to assist the legal counsel with the environmental reservation. The environmental services include updating the draft 2012 Preliminary Assessment (PA), developing a Site Investigation (SI) Workplan, conducting the SI, preparation and submittal of the SI report to the NJDEP, preparation of a revised environmental cost report and assisting the City with the condemnation efforts.

PROJECT UNDERSTANDING

The City took possession of the PJP Operating Area Site (Site) through condemnation proceedings on June 18, 2010 from Edwin L. Siegel, Tooley Enterprises, Edlin LTD, et. al. (Siegel) and released the final funds to the previous owner that is equivalent to the appraised value of the property, less the amount of the environmental cost reservation. It is also our understanding that the City will convert this property into a passive use to comply with the Port Authority's funding requirements.

In 2012, the City retained ARCADIS to conduct a limited investigation to characterize the environmental condition at the Site and set aside the probable remedial cost in an environmental reservation based on our findings. Our findings identified volatile organic, semi-volatile organics and metal contaminants in the soil and groundwater above the New Jersey Department of Environmental Protection (NJDEP) Soil Remediation Standards (SRS) and NJDEP Groundwater Quality Standards (GWQS).

Imagine the result

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

ARCADIS U.S., Inc.
17-17 Route 208 North
Fair Lawn
New Jersey 07410
Tel 201 797 7400
Fax 201 797 4399
www.arcadis-us.com

WATER

Date:
December 5, 2014
Revised: December 29, 2014

Contact:
Gerard Spiesbach

Phone:
201-398-4379

Email:
Gerry.Spiesbach@arcadis-us.com

Our ref:
66000261.0020

As you are aware and possibly as a result of our contacting NJDEP to prepare our next phase of investigation, the City was officially notified on September 5, 2014 by the NJDEP Case Managers (in conjunction with the United State Environmental Protection Agency [EPA]) of the PJP Landfill that a PA and SI would be required for the site because the PJP Truck Stop and Check Cashing portion is considered part of the PJP landfill site which is still on the National Priority List of Superfund. The NJDEP instructed the City must retain a Licensed Site Remediation Professional (LSRP) to perform the PA and SI reports but the reports will be reviewed the NJDEP Bureau of Case Management and EPA under the traditional oversight. NJDEP has stated that their oversight, which would involve NJDEP review and approval of the investigation work plan and review and comment on the submitted PA and SI at the conclusion of the investigation, would conclude after completion of the PA and SI.

The City has requested a proposal from ARCADIS to comply with the NJDEP requirements and provide continued technical assistance on the condemnation efforts, as the two matters are interrelated.

TECHNICAL SCOPE OF WORK

To comply with the NJDEP requirements and assist the City with the condemnation efforts, we are proposing the following:

- Task 1. Update the 2012 Preliminary Assessment Report and develop a Site Investigation Workplan
- Task 2. Conduct the Site Investigation
- Task 3. Perform the NJDEP Receptor Evaluation, Well Search and Baseline Ecological Evaluation
- Task 4. Prepare Site Investigation Report
- Task 5. Revise Environmental Cost Report
- Task 6. Technical Legal Assistance

Please note that effort for LSRP management, regulatory management, project filing and completion of NJDEP forms are incorporated within each of the above mentioned tasks. These services will include the following:

- Review Milestone Documents and NJDEP Forms, as necessary, to confirm compliance with the current NJDEP regulations and guidance documents
- Confirm that field procedures are executed in conformance with the NJDEP.
- NJDEP/EPA Regulatory Interaction and Technical Consultation
- Ensure Appropriate File Management and Records Retention

- Conduct Review of Analytical Data and Assessment of Data Usability
- Respond to NJDEP Inquiries on Milestone Submissions
- Review and refine Investigation and Remediation Strategy based on regulatory changes, as required

Task 1 – Update the 2012 Preliminary Assessment Report and develop a Site Investigation Workplan

The Site Remediation and Reform Act (SRRA), enacted in May 2009, established the licensing of LSRPs to ensure that contaminated sites are remediated in accordance with prevailing statutes, regulations, and guidance without direct oversight of the NJDEP. All new cases require a LSRP. Mr. Brian Pedersen of ARCADIS and located in the Branchburg, New Jersey office will be the LSRP providing oversight of the PA and SI for the Site.

Once the city provides the authorization to proceed, the ARCADIS LSRP will complete the NJDEP LSRP Notification of Retention online notification using the NJDEP online portal. This online notification does not require certification by an appropriate City representative prior to its submittal to the NJDEP.

ARCADIS prepared a draft PA in 2012 in accordance with the requirements of the NJDEP Technical Requirements for Site Remediation (TRSR or N.J.A.C. 7:26E). The draft PA identified the following several potential areas of concerns (AOCs) associated with current and historical activities at the Site that were the subject of the cost reservation limited soil and groundwater investigations:

- AOC A1 to A4 – Ground Penetrating Radar (GPR) Anomalies 1 through 4
- AOC B1 – Current 20,000-gallon Gasoline underground storage tank [UST] (in-service)
- AOC B2 – Current 20,000-gallon Diesel UST (in-service)
- AOC B3 – Current 6,000- gallon Kerosene UST (in-service)
- AOC B4 – Current 550-gallon Heating Oil UST (in-service)
- AOC B5 – Removed 8,000-gallon Diesel UST (former)
- AOC C1 – Current UST Piping
- AOC C2 – Former UST Piping
- AOC D – Fill Material in former Diesel UST (AOC B5) Excavation
- AOC E1 – Inactive UST Pump Island
- AOC E2 – Former UST Pump Island (Sanborn Map)
- AOC F – Historic Fill

Since the PA was performed in 2012, we will update the PA, as part of this task, by conducting another site visit and verify that the regulatory records review does not identify any changes to the Site, or identify any new potential AOCs that were not previously reported.

Prior to visiting the Site, ARCADIS will revise the previous Site specific health and safety plan (HASP) using available Site information concerning possible hazardous materials and routes of exposure and anticipated Site activities and safety concerns. A copy of the HASP and a designated ARCADIS site safety officer will be present during all phases of the proposed investigation.

If there are no changes to the site conditions from 2012, a site investigation workplan will be developed in accordance with TRSR specific for the above-mentioned AOCs. If the numbers of samples can be consolidated as result of the close proximity to the other AOCs, we will propose an alternate workplan with reduced sampling.

Please note that some of the data from the limited investigation conducted for the cost reservation will be relied upon for this workplan and the data will be verified by collecting a duplicate sample or the data will be used to delineate the extent of contamination previously discovered.

As requested by the NJDEP Case Manager, the PA and the SI workplan will be submitted to the NJDEP for their approval. Our budget assumes that we will respond to the technical or administrative NJDEP comments required to secure approval of the workplan.

Task 2 – Soil and Groundwater Investigation

Based on the draft PA and limited investigation conducted for the cost reservation, we are proposing the following for the soil and groundwater investigation.

- We intend to retain a subcontractor for sub-surface utility locator, drilling, laboratory, and surveying services for this task.
- A sub-surface utility locator will be retained as a sub-contractor to mark out all subsurface utilities, rebar/mesh, and USTs using GPR, magnetic and passive or active electrical methods. In addition, soft dig or hand-clearing will be used following coring of the concrete or asphalt paving. At all borings, the thickness of the asphalt or concrete will be measured, in order to determine the effectiveness of these surfaces as an engineering control.

- Direct push or hollow stem augers will be utilized to investigate the subsurface soils, in accordance with N.J.A.C. 7:26E-3.6, down to the top of the peat layer, approximately 14 feet bgs. Soil borings advanced for the purpose of installing monitoring wells will be drilled using hollow-stem augers, and soils sampled using 2 feet long split spoons. All others will be advanced using direct push.
- In accordance with TRSR, Technical Guidance for Investigation of Underground Storage Tank Systems (NJDEP Site Remediation Program, July 31, 2012), and Technical Guidance for Site Investigation of Soil, Remedial Investigation of Soil, and Remedial Action Verification Sampling for Soil (NJDEP Site Remediation Program, August 1, 2012), 50 borings are proposed with a sample from each boring. Depending on field conditions, two samples per boring may be collected from select locations.
- All soil samples will be sent to a NJDEP certified laboratory for analyses. The samples will be analyzed in accordance with NJAC 7:26E-2.1.
- In accordance with Field Sampling Procedures Manual (NJDEP, 2005), quality assurance and quality control samples (such as field blank and trip blank) will be collected during the investigation, as needed.
- ARCADIS proposes to install 6 permanent groundwater monitoring wells to collect groundwater samples at the Site. The rationale for the installation of a permanent well rather than temporary wells is that the permanent wells reduce the likelihood of the well yielding a turbid sample (as is common with temporary wells), provides a means for collecting the required confirmation samples, and enables monitoring of water table changes. Please note that we will coordinate with the NJDEP during the installation of the monitoring wells since the Site is underlain by a groundwater Classification Exception Area (CEA) established as part of the adjacent PJP Landfill site (NJDEP Program Interest Number 216727).
- At a minimum of two weeks following installation and for all groundwater sampling, the monitoring well will be sampled using "low-flow" sampling procedures in accordance with the NJDEP Field Sampling Procedures Manual and the U.S. EPA Low Flow Purging and Sampling Procedures Guidance Document (March 1998) to reduce the potential for a sample with high turbidity to the greatest extent practicable. Prior to purging or sampling, ARCADIS will record the static water level in the existing monitoring well and will gauge the well for the presence of light non-aqueous phase liquid (LNAPL) using a product/water interface probe.
- Investigation derived waste (IDW), including soil cuttings, excess grout, and decontamination fluids, will be stored in properly labelled new 55-gallon

drums and disposed offsite as non-hazardous waste of up to 25 drums. If the material is classified as hazardous, additional charges may be applied that will be coordinated separately with the City. Note, that while analytical results from soil sampling may be sufficient for waste classification, the waste disposal facility may require additional parameters.

- Fluctuations in the water table elevation and flow direction across the Site may occur, due to changes in water levels in the Sip Avenue storm water control structure, or tidal fluctuations in the Passaic River. The existence of such fluctuations is unknown; if present these may influence the distribution of dissolved components across the Site, and impacts on potential receptors. Following groundwater sampling, ARCADIS will install pressure transducers in all new monitoring wells, and if possible, in the storm water control structure. Transducers will monitor water levels and barometric fluctuations for at least two weeks, and through a storm event. ARCADIS will download and chart the data, to determine the duration of records collection. ARCADIS will analyze the data to determine variations in elevations of the water table, and directions of flow.
- Following installation of the monitoring wells, a New Jersey licensed surveyor will survey the location and elevation of each well. The surveyor will also complete the Monitoring Well Form B Certifications.

Based on our experience, it is potentially likely that the NJDEP may require supplemental soil and groundwater sampling. Although it is difficult to predict at this time, we have included in our proposal an allowance of \$5,000 to up to additional 2 rounds of groundwater sampling, if required and necessary by the NJDEP.

Based on findings from the proposed soil and groundwater investigation, NJDEP/LSRP may require additional investigations to delineate the plume, therefore, the second round of sampling from existing and new wells would not be proposed at this time. ARCADIS will provide recommendations for "next" steps which is remedial investigation. Proposing the next steps is premature at this time.

Task 3 – Receptor Evaluation, Ecological Evaluation and Well Search

NJDEP regulations require a receptor evaluation, ecological evaluation, and well search be conducted as a component of the site investigation. ARCADIS will perform a Receptor Evaluation in accordance with N.J.A.C. 7:26E. The receptor evaluation is aimed at locating any potential sensitive receptors, populations, or resources in the vicinity of the Site. The receptor evaluation will include a Site visit,



Mr. Brian Weller
Revised: December 29, 2014

Site property canvassing, government internet resources review, and information gathering from local and county municipal offices. The receptor evaluation will be summarized in the Initial Receptor Evaluation Form submittal to the NJDEP.

The Ecological Evaluation (EE) will be conducted for the Site in accordance with the current guidance. The EE will be qualitative in nature and based on SI sample results and a visual Site inspection. The intent of the EE is to document the co-occurrence of contaminants of concern (COCs), environmental sensitive natural resources on or adjacent to the Site, and potential migration pathways between the COC and environmentally sensitive areas.

As part of the RE, a well search will be conducted through the Bureau of Water Allocation to determine the type and status of wells located within one-half mile of the Site and to determine if there is an existing potable well within 1,000 feet of each AOC with groundwater contamination.

Task 4 – Prepare Site Investigation Report

Subsequent to the review and evaluation of the analytical results described in Tasks 2 and 3, a SI report will be prepared in accordance with the requirements of N.J.A.C. 7:26E and will include a comparison of laboratory data to the NJDEP SRS and GWQS. In addition, the results of the investigation will be summarized on scaled site maps showing sampling locations and the results of samples where applicable cleanup criteria have been exceeded.

The SI report will also include a summary of Site history, a description of the physical setting (e.g. geology, hydrogeology, topography), a summary of activities conducted at the Site, and a presentation of the findings and recommendations for each AOC investigated. The report will clearly describe areas where further investigation is necessary as well as areas where contamination was not discovered and no further investigation is warranted.

Task 5 – Revise Environmental Cost Report

As part of the condemnation proceedings with the Siegel entities, The City will be asked to produce a revised environmental cost reservation report. For this task, we have included the preparation of the Revised Environmental Cost Report for negotiation/condemnation efforts with Siegel entities and assist the City with negotiation.

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

Page:
7/9



Mr. Brian Weller
Revised: December 29, 2014

Task 6 – Technical Legal Assistance

ARCADIS has been assisting the City's Legal Counsel with environmental matters as it relates to the condemnation and assisting with motions by the Siegel entities. Based upon the ongoing legal activity surrounding the environmental issues at the site, the City's Legal Counsel has indicated that they will need our continued assistance until the cases are settled. While it is difficult to exactly define our effort level at this time, we are proposing an allowance of \$ 10,000 for additional support services would be appropriate at this time on an as required and as requested basis by Legal Counsel.

SUMMARY OF PROPOSED SERVICES

We propose to perform this work on a fixed hourly rate basis, not to exceed \$230,940, to assist the City with the PJP Project. A copy of our hourly rates for this ongoing contract is attached for your convenience. Please note that these rates are the same as our previous contracts and have remained unchanged since 2007.

Services will be invoiced in accordance with our attached existing hourly rate schedule for the City. A breakdown of the proposed services is as follows and are subject to change based on actual site conditions and findings. We have also included Exhibit A, which provides a breakdown of estimated man-hours.

Scope of Services	Cost
Task 1. Submittal Update the 2012 Preliminary Assessment Report and develop a Site Investigation Workplan	\$10,800
Task 2. Conduct the Site Investigation	\$ 158,450
Task 3. Perform the NJDEP Receptor Evaluation, Well Search and Baseline Ecological Evaluation	\$13,240
Task 4. Prepare a Site Investigation Report	\$25,950
Task 5. Revise Environmental Cost Report	\$12,500
Task 6. Technical Legal Assistance	\$10,000
TOTAL	\$230,940

Use or disclosure of information contained on this sheet is subject to the restriction and disclaimer located on the signature page of this document.

Page:
8/9

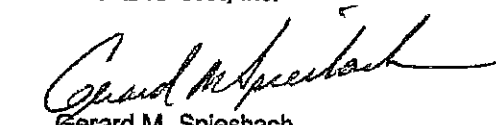


Mr. Brian Weller
Revised: December 29, 2014

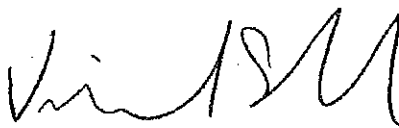
Please note, as in all our contracts with the City, the City will only be invoiced for the actual time and materials incurred and actual subcontractors costs such as laboratory analysis provided, geophysical surveyor, or drilling services. Our requested scope of services reflects our current estimate of the level of effort required based upon the information available to us at this time. Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

ARCADIS U.S., Inc.



Gerard M. Spiesbach
Associate Vice President



Vishal B. Shah, P.E.
Sr. Project Engineer

Copies:

I. Wilson, City of Jersey City

This proposal and its contents shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to ARCADIS as a result of—or in connection with—the submission of this proposal, ARCADIS and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use, or disclose the data contained in this proposal only to the extent provided in the resulting contract.

Exhibit A
City of Jersey City
PJP Operating Area
Preliminary Assessment and Site Investigation Environmental Services Proposal

Task	Description	Principal In Charge	LSRP	Project Manager/ Sr. Project Engineer	Sr. Scientist/ Field Support	Project Engineer/ Scientist	Junior Engineer/ Scientist	CADD Support	Tech and Admin	Total Hours	Labor Costs	Subs and Other Direct Costs	Total
	Hourly Rate	\$240	\$222	\$192	\$184	\$138	\$120	\$132	\$114				
1	LSRP Form, PA and SI Workplan	1	8	8	18	20	0	8	8	65	\$10,036	\$784	\$10,800
2	Site Investigation Fieldwork ¹	1	12	18	136	24	138	8	20	355	\$50,528	\$107,922	\$158,450
3	Receptor Evaluation, Ecological Evaluation, Well Search	1	4	8	40	20	0	8	8	89	\$12,856	\$384	\$13,240
4	Site Investigation Report	2	10	24	72	32	0	8	20	168	\$25,748	\$202	\$25,950
5	Revise Environmental Cost Report	2	8	20	24	12	0	8	8	80	\$12,348	\$152	\$12,500
6	Technical Legal Assistance	16	10	20	0	0	0	0	0	46	\$9,900	\$100	\$10,000
	Total Direct Labor Cost	\$5,520	\$11,100	\$18,432	\$47,232	\$14,688	\$18,320	\$5,280	\$7,068				
	TOTAL									803	\$121,416	\$109,524	\$230,940

Notes:

1 ARCADIS will retain services of geophysical company, driller, laboratory, surveyor and rental of field equipment under this task.

Summary of Standard Charges

This document describes the basis for compensation and terms of payment. All rates presented apply to services rendered after January 1, 2014 and will be adjusted annually thereafter.

In addition to these fees, clients will also be responsible for any sales or value-added taxes that may apply to engineering services performed.

Hourly Rates: Charges for services provided will be in accordance with the following schedule:

<u>Classification</u>	<u>Hourly Rate</u>
Technician 1	(Grade 1) \$59 hr
Technician 2	(Grade 2) \$72 hr
Technician 3	(Grade 3) \$80 hr
Technician 4	(Grade 4) \$110 hr
Technician 5	(Grade 5) \$114 hr
Technician 6	(Grade 6) \$132hr
Technician 7	(Grade 7) \$158 hr
Technician 8	(Grade 8) \$180hr
Sr. Project Engineer/Scientist/Architect 1	(Grade 5) \$106 hr
Sr. Project Engineer/Scientist/Architect 2	(Grade 5) \$120 hr
Sr. Project Engineer/Scientist/Architect 3	(Grade 6) \$128 hr
Sr. Project Engineer/Scientist/Architect 4	(Grade 7) \$136 hr
Sr. Project Engineer/Scientist/Architect 5	(Grade 8) \$164 hr
Sr. Project Engineer/Scientist/Architect 6	(Grade 9) \$192 hr
Associate	(Grade 10) \$222 hr
Senior Associate	(Grade 11) \$240 hr
Officer	(Grade 12) \$258 hr

Overtime: No overtime premium is charged for project work outside of normal working hours.

Other Direct Costs: All expenses incurred for a project, except in-house services specified below, from outside vendors will be invoiced at cost plus 10% to cover administrative expenses. These items may include, but are not limited to: subcontractors. There will be no markup applied to shipping charges and traveling expenses.

In-house services consist of:

- Transportation - \$0 per mile for vehicles.
- Equipment - a schedule of usage rates for specialty equipment is available for field assignments
- Web Hosting - a schedule of monthly web hosting rates is available for client access web sites

Payment: All invoices are due and payable within 30 days of billing date. Any attorney's fees, court costs, or other related expenses incurred in collecting delinquent accounts shall be paid by the client. Delinquent bills are subject to finance charges of 1.5% per month.

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): GERARD M. SPIESBACH, ASSOCIATE VICE PRESIDENT

Representative's Signature: Gerard M. Spiesbach

Name of Company: ARCADIS - U.S., INC

Tel. No.: 201-398-4379 Date: 9/12/14

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: GERARD M. SPIESBACH, ASSOCIATE VICE PRESIDENT
Representative's Signature: *Gerard M. Spiesbach*
Name of Company: ARCADIS U.S. INC.
Tel. No.: 201-398-4379 Date: SEPTEMBER 12, 2014

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: ARCADIS U.S., INC.
Address: 17-17 Route 208 North, Fair Lawn NJ 07410
Telephone No.: 201-398-4379
Contact Name: GERARD M. SPIESBACH

Please check applicable category:

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ARCADIS U.S., INC.
Trade Name:
Address: 630 PLAZA DR STE 200
HIGHLANDS RANCH, CO 80129
Certificate Number: 0878315
Effective Date: May 20, 1998
Date of Issuance: January 06, 2011

For Office Use Only:
20110106154854136

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that ARCADIS U.S., INC. (name of business entity) has not made any reportable contributions in the **one-year period preceding SEPT 24, 2014 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: ARCADIS U.S., INC.

Signed Gerard H. Spiesbach Title: Associate Vice President

Print Name: GERARD H. SPIESBACH Date: SEPTEMBER 12, 2014

Subscribed and sworn before me
this 12 day of Sept, 2014.

My Commission Expires HELEN C. BROWN

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/5/2018

Helen Brown

(Affiant)

HELEN BROWN

(Print name & title of affiant) (Corporate)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II - Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
ARCADIS U.S., INC. IS	630 PLAZA DRIVE
WHOLLY OWNED BY	HIGHLANDS RANCH, CO 80129
ARCADIS NORTH AMERICA, A	
COLORADO GENERAL PARTNERSHIP	

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: ARCADIS U.S., INC.

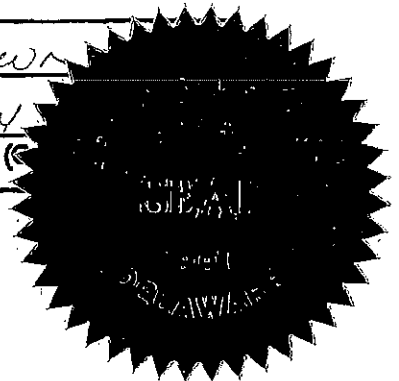
Signed: Gerard M. Spiesbach Title: Associate Vice President

Print Name: GERARD M. SPIESBACH Date: SEPTEMBER 12, 2014

Subscribed and sworn before me this 12th day of SEPT., 2014

HELEN C. BROWN
 My Commission Expires 9/5/2018
 NOTARY PUBLIC OF NEW JERSEY

Helen Brown
 (Affiant)
HELEN BROWN
 (Print name & title of affiant)



PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
ARCADIS U.S. INC is Wholly owned by	630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129	100
ARCADIS NORTH AMERICA, a Colorado General Partnership.		

SIGNATURE:

Edward M. Sperduto

TITLE:

Associate Vice President

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

12th of Sept. OF 20 *14*

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

HELEN C. BROWN

Helen Brown
HELEN BROWN

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/5/2018

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED
WITH THIS PROPOSAL).

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.024

Agenda No. 10.U

Approved: JAN 14 2015

TITLE:



RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR THE OPERATION, MANAGEMENT OR ADMINISTRATION OF DATA PROCESSING SERVICES FOR THE SANITIZATION AND DIGITAL REPRODUCTION OF FILES AND DOCUMENTS DAMAGED AS A RESULT OF HURRICANE SANDY

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, as a result of the flooding of City Hall in the City of Jersey City (the "City"), thousands of documents and files stored in the basement from the Tax Assessor, City Clerk, Personnel, Real Estate and Risk Management were damaged; and

WHEREAS, as a result of the damage caused by Hurricane Sandy to the basement of City Hall, the City requires the services of a professional company to restore and digitize the above referenced documents and files; and

WHEREAS, the award of the contract will be based upon the most advantageous price and other factors that will be identified in the Request for Proposals document (RFP) that the City will publicly advertise; and

WHEREAS, the City intends to use the competitive contracting process to award this contract; and

WHEREAS, N.J.S.A. 40A:11-4.1(b)(3) authorizes the City to use competitive contracting to award contracts to contractors for "the operation, management or administration of data processing services"; and

WHEREAS, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

(1) the above recitals are incorporated herein by reference;

City Clerk File No. Res. 15.024Agenda No. 10.U JAN 14 2015

TITLE:

**RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING
TO AWARD A CONTRACT FOR THE OPERATION, MANAGEMENT OR
ADMINISTRATION OF DATA PROCESSING SERVICES FOR THE
SANITIZATION AND DIGITAL REPRODUCTION OF FILES AND
DOCUMENTS DAMAGED AS A RESULT OF HURRICANE SANDY**

(2) the use of competitive contracting pursuant to N.J.S.A. 40A: 11-4.1 is authorized for awarding a contract to a contractor for the operation, management or administration of data processing services for the sanitization and digital reproduction of files and documents damaged as a result of Hurricane Sandy.

JMcK
01/08/2015

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

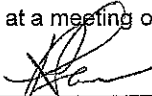
APPROVED 9-0

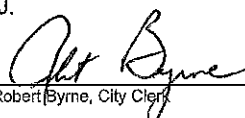
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR THE OPERATION, MANAGEMENT OR ADMINISTRATION OF DATA PROCESSING SERVICES FOR THE SANITIZATION AND DIGITAL REPRODUCTION OF FILES AND DOCUMENTS DAMAGED AS A RESULT OF HURRICANE SANDY

Initiator

Department/Division	Business Administrator's Office	
Name/Title	Robert Kakoleski	Business Administrator
Phone/email	(201) 547-4642	rjkakoleski@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The resolution will authorize the use of competitive contracting pursuant to N.J.S.A. 40A: 11-4.1 for awarding a contract to a contractor for the operation, management or administration of data processing services for the sanitization and digital reproduction of files and documents damaged as a result of Hurricane Sandy.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.025

Agenda No. 10.V

Approved: JAN 14 2015

TITLE:



RESOLUTION APPOINTING GENEVIEVE GAZON AS A MEMBER OF THE JERSEY CITY MEDICAL CENTER BOARD OF TRUSTEES

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the governance agreement between the City of Jersey City and the Jersey City Medical Center provides that the Center shall be managed by a board of trustees consisting of twenty-one members, three of whom shall be appointed by the City of Jersey City; and

WHEREAS, the Honorable Steven M. Fulop, Mayor has by letter dated January 8, 2015, appointed **Genevieve Gazon**, of 333 Seventh Street, Jersey City, New Jersey, 07302, as a trustee of the **Jersey City Medical Center Board**, replacing Kabili Tayari, whose term has expired, for a term to commence upon adoption of this resolution and expire December 31, 2016.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the appointment of **Genevieve Gazon** be approved as a trustee of the of the **Jersey City Medical Center Board** for the above mentioned term.

RB:sgj

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

CITY OF JERSEY CITY
Office of the City Clerk
280 Grove Street
Jersey City, New Jersey 07302

Robert Byrne, R.M.C., City Clerk
Sean J. Gallagher, R.M.C., Deputy City Clerk
Tolonda Griffin-Ross, Deputy City Clerk



Telephone: (201) 547-5150
Fax: (201) 547-5461

APPLICATION FOR MUNICIPAL PUBLIC SERVICE

Date: 12/18/2014

I, hereby apply to perform public service on the following municipal authorities, boards or commissions:

- a) Board of Jersey City Medical Center
b) _____
c) _____

Name: Genevieve Gazon

Address of Residence: 333 7th Street, Jersey City, NJ 07302

Phone Number: (201) 656-8752, (917) 282-6914

E-mail Address: Genevieve-GAZON@heavymerge.com

Education related to the authorities, boards or commissions of choice:

Bachelor's in Urban Policy and Advocacy

Volunteer or work related experience which could be of use to the authorities, boards or commissions of choice:

New York Cares Volunteer 2000-2003, Hudson County

Alliance to End Homelessness participating Convene Forum
meets for the Mayor

Previous meeting attendance at, or volunteer work for, the authorities, boards or commissions of choice:

Signature: _____

Genevieve G. Gazón

333 7th Street
Jersey City, NJ 07302

Tel: (201) 656-8752 | Cell: (917) 282-6914
Genevieve_Gazon@heavymerge.com

WORK EXPERIENCE

City of Jersey City, Office of the Mayor

July 2013 - Present

Executive Assistant to the Mayor

- Assist in the day-to-day management of the Office of the Mayor of Jersey City
- Draft and edit weekly email updates to constituents citywide
- Organize internal meetings with mayoral aides, city staff and other relevant personnel
- Organize and follow up regular constituent and other specialized meetings, including responsibility for crafting agenda & communications
- Respond to high volume of constituent calls and provide assistance in resolving a wide range of issues
- Manage and draft highly confidential documents, grant documents and other project based documents
- Organize and prepare for daily meetings and events, including with other elected officials at the federal, state and municipal level
- Provide feedback and follow up on various matters related to messaging, both internal and external, including collaboration with intergovernmental affairs staff and legislative liaison staff
- Translate press releases from English to Spanish for Hispanic media outlets and Latino community/constituents
- Organize and convene community stakeholders for developing strategies around discreet policy related projects

New York Lawyers for the Public Interest

Sept. 2005 – July 2013

Community Organizer, Environmental Justice Program

June 2008 – Present

Play central role in building coalitions

- Organize environmental justice campaigns, public meetings, special events, and press events, including the development of public outreach and education
- Oversee development and execution of effective communication and outreach strategies to constituents throughout all of New York City's five boroughs
- Coordinate community planning efforts and community-driven redevelopment projects
- Lobbying and advocacy work with federal, state and local officials
- Develop and implement campaign strategies, including effective media strategies

Executive Assistant to the General Counsel

September 2005 - June 2008

- Assist General Counsel with all administrative responsibilities
- Administer and participate in the National Campaign to Restore Civil Rights, a unique national coalition providing public education about civil rights and the role of the courts and their direct impact on civil rights
- Supervision of Program and Legal Assistant staff supporting fifteen staff attorneys in four program areas
- Manage and organize highly sensitive and confidential administrative and legal files

JOHN IRWIN, ATTORNEY-AT-LAW

Office Manager, Legal Assistant, General Consulting

Oct. 2000 - Sept. 2003 & Oct. 2004 - June 2005

- Administrative Support for solo-practitioner's law office

- General consulting regarding project management, document management
- Streamlining office functions and budgeting
- Custom document creation and maintenance of legal filing system, administrative support, data entry and monthly billing reports

COMPUTER GUYS/INGENUIT

Oct. 2003 - Oct. 2004

Administrative Manager

- Managed ten-person office & handled high volume of phone calls and provided level one phone support
- Handled client billing, accounts payable, and scheduling

ATLANTIC RECORDING CORP

April 1993 - May 1999

Sr. Director, International Department

Jan. 1998 - May 1999

Director, International Department

Oct. 1994 - Jan. 1998

Sr. Manager/International Production

April 1993 - Oct. 1994

- Supervised seven-member production staff
- Set up effective reporting system between production staff, marketing staff and affiliates/licensees worldwide, including manufacturing plants in Germany, Australia, Canada, Japan and Southeast Asia
- Assess and provide yearly review of staff, including quarterly professional development sessions
- Quarterly departmental budgeting

EDUCATION

SUNY Empire State College - BA, 2010, Urban Policy and Advocacy

New York University - Music Business Program

LANGUAGES

Fluent in Spanish (Oral & Written)

References available upon request

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.026

Agenda No. 10.W

Approved: JAN 14 2015

TITLE:



RESOLUTION REAPPOINTING W. NEVINS McCANN AS A MEMBER OF THE JERSEY CITY MEDICAL CENTER BOARD OF TRUSTEES

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the governance agreement between the City of Jersey City and the Jersey City Medical Center provides that the Center shall be managed by a board of trustees consisting of twenty-one members, three of whom shall be appointed by the City of Jersey City; and

WHEREAS, the Honorable Steven M. Fulop, Mayor has by letter dated January 8, 2015, reappointed **W. Nevins McCann**, of 200 Shearwater Court, Jersey City, New Jersey, as a trustee of the **Jersey City Medical Center Board**, for a term to commence upon adoption of this resolution and expire December 31, 2016.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the reappointment of **W. Nevins McCann** be approved as a trustee of the of the **Jersey City Medical Center Board** for the above mentioned term.

RB:sgj

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.027

Agenda No. 10.X

Approved: JAN 14 2015

TITLE:



RESOLUTION REAPPOINTING EVELYN FARMER AS A MEMBER OF THE JERSEY CITY REDEVELOPMENT AGENCY

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated January 8, 2015, that he has reappointed **Evelyn Farmer**, of 260 Central Avenue, Jersey City, New Jersey, as a member of the **Jersey City Redevelopment Agency**, for a period to commence immediately and expire on June 30, 2019.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the reappointment of **Evelyn Farmer** as a member of the **Jersey City Redevelopment Agency** for the above-mentioned term is hereby advised and consented to pursuant to law.

sjg

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.028

Agenda No. 10.Y

Approved: JAN 14 2015

TITLE:



RESOLUTION DIRECTING THE HUDSON COUNTY CLERK TO PLACE A NON-BINDING REFERENDUM ON THE BALLOT OF THE NEXT ENSUING GENERAL ELECTION AS TO WHETHER OR NOT THE MUNICIPAL COUNCIL SHOULD CHANGE THE DATE OF ITS REGULAR MUNICIPAL ELECTION FROM THE SECOND TUESDAY IN MAY TO THE DAY OF THE GENERAL ELECTION IN NOVEMBER

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, under of the Uniform Nonpartisan Elections Law, N.J.S.A. 40:45-7, the regular municipal elections of the City of Jersey City are required to be held on the second Tuesday in May; and

WHEREAS, pursuant to N.J.S.A. 40:45-7.1, a municipality may, by ordinance, choose to hold its regular municipal election on the same day as the general election in November; and

WHEREAS, holding the regular municipal election in November, instead of incurring the cost of conducting its own elections in May, will save the City of Jersey City more than \$400,000; and

WHEREAS, in addition, conducting the regular municipal election in November should minimize voter fatigue; and

WHEREAS, in order to enable the Municipal Council to ascertain the voters' sentiment and support for whether or not it should change the date of the regular municipal election to the day of the general election in November, N.J.S.A. 19:37-1 permits the Municipal Council to request the County Clerk to print upon the official ballots to be used at the next ensuing general election, a proposition, in concise form concerning the issue; and

WHEREAS, the proposition to be printed shall read as follows: "Should the Municipal Council of the City of Jersey City change the date of its regular municipal elections from the second Tuesday in May to the day of the general election in November, pursuant to the Uniform Nonpartisan Elections Law, N.J.S.A. 40:45-7, to effectuate efficiencies and cost savings of at least \$400,000?"; and

WHEREAS, the accompanying Interpretative Statement shall be in substantially the form as follows:

"The purpose of this non-binding referendum vote is to ascertain the public's support for the change in the date of the regular municipal elections from the second Tuesday in May to the date of the general election of November pursuant to the Uniform Nonpartisan Elections Law, N.J.S.A. 40:45-7. A referendum will provide the Municipal Council with an indication of whether or not the public favors the change. If the vote is favorable, the Municipal Council may adopt an ordinance to effectuate the change.

This change would mean that the Municipality would not have to undertake the expense of funding a separate, additional election in May, which costs at least \$400,000. A November election should also minimize voter fatigue.

The term of those elected officials presently holding office would be extended from July 1st to December 31st. The Municipal Council would be precluded from adopting an ordinance to change the regular municipal elections back to the second Tuesday in May for a period of at least 10 years".

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Municipal Council of the City of Jersey City does hereby direct the Hudson County Clerk to print upon the official ballots to be used at the next ensuing general election, the proposition as framed above.

City Clerk File No. Res. 15.028Agenda No. 10.Y JAN 14 2015

TITLE: RESOLUTION DIRECTING THE HUDSON COUNTY CLERK TO PLACE A NON BINDING REFERENDUM ON THE BALLOT OF THE NEXT ENSUING GENERAL ELECTION AS TO WHETHER OR NOT THE MUNICIPAL COUNCIL SHOULD CHANGE THE DATE OF ITS REGULAR MUNICIPAL ELECTION FROM THE SECOND TUESDAY IN MAY TO THE DAY OF THE GENERAL ELECTION IN NOVEMBER

2. A copy of the Interpretative Statement appearing above shall accompany the ballot. The Interpretative Statement is subject to such minor modification as the Corporation Counsel deems appropriate or necessary, after consultation with the Council President.
3. The City Clerk is hereby directed to send a certified copy of the within resolution to the Hudson County Clerk as soon as possible.

JM/he
1/7/15

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

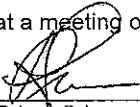
APPROVED 7-1-1

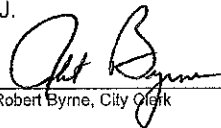
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1 14 15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSTAIN			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION DIRECTING THE HUDSON COUNTY CLERK TO PLACE A NON-BINDING REFERENDUM ON THE BALLOT OF THE NEXT ENSUING GENERAL ELECTION AS TO WHETHER OR NOT THE MUNICIPAL COUNCIL SHOULD CHANGE THE DATE OF ITS REGULAR MUNICIPAL ELECTION FROM THE SECOND TUESDAY IN MAY TO THE DAY OF THE GENERAL ELECTION IN NOVEMBER

Initiator

Department/Division	Mayor's Office	Mayor's Office
Name/Title		
Phone/email	(201) 547-5200	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The purpose of this non-binding referendum vote is to ascertain the public's support for the change in the date of the regular municipal elections from the second Tuesday in May to the date of the general election of November pursuant to the Uniform Nonpartisan Elections Law, N.J.S.A. 40:45-7.

This change would mean that the Municipality would not have to undertake the expense of funding a separate, additional election in May, which costs at least \$400,000. A November election should also minimize voter fatigue.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.029

Agenda No. 10.7

Approved: JAN 14 2015

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AWARDING A CONTRACT TO GARDEN STATE EPISCOPAL COMMUNITY DEVELOPMENT CORPORATION TO PROVIDE COORDINATING SERVICES FOR THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES HOMELESSNESS PREVENTION PROGRAM

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City), Department of Health and Human Services (Department), requires homelessness prevention services to ensure that individuals and families without a permanent residence can access counseling, social services, and clinical assistance; and

WHEREAS, the County of Hudson (County) awarded a grant in the amount of \$123,841.00 to Garden State Episcopal Community Development Corporation (GSECDC), a non-profit corporation, to be used to fund the operations of the City's homelessness prevention program; and

WHEREAS, as a condition of the County's grant award to GSECDC, the City is required to contract with GSECDC to provide outreach and clinical services to the homeless population in Jersey City; and

WHEREAS, the total amount of the City's contract with GSECDC is One Hundred Thousand (\$100,000.00) dollars, and the term of the contract is for a period of twelve months, effective January 1, 2015 through November 30, 2015; and

WHEREAS, funds in the amount of One Hundred Thousand (\$100,000.00) dollars are available in Department funds through the Division of Community Development Block Grant funding; and

WHEREAS, in addition to the contract funds of \$100,000.00, the City will provide the services of various City employees having a value of \$65,040.00 to assist GSECDC in the performance of the contract services; and

WHEREAS, funds in the amount of \$7,700.00 are available in account no. 2015-01-201-27-330-312.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached agreement with Garden State Episcopal Community Development Corporation to provide homelessness prevention services within Jersey City;
2. The total amount of the contract shall not exceed One Hundred Thousand (\$100,000.00) dollars, and the term of the contract shall be for twelve months effective January 1, 2015 through December 31, 2015;
3. The City shall provide the services of various City employees having a value of \$65,040.00 to assist GSECDC in the performance of the contract services;
4. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
5. Upon certification by an official or employee of the City authorized to attest that the contractor complied with the specifications in all respects, and requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AWARDING A CONTRACT TO GARDEN STATE EPISCOPAL COMMUNITY
DEVELOPMENT CORPORATION TO PROVIDE COORDINATING SERVICES FOR
THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES
HOMELESSNESS PREVENTION PROGRAM**

6. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2015 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2015 fiscal year permanent budget.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby, certify that funds in the amount of \$7,700.00 are available in the Homelessness Prevention Fund Account No. 2015-01-201-27-330-312 for the payment of this resolution. PO # 115818

APPROVED: _____

Kevin Lyons for Director Flanagan
Business Administrator

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐Not Required ☐APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>1.14.15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AWARDING A PROFESSIONAL SERVICES CONTRACT TO THE GARDEN STATE EPISCOPAL CDC TO PROVIDE COORDINATING SERVICES FOR THE CITY OF JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES HOMELESSNESS PREVENTION PROGRAM

Project Manager

Department/Division	Health & Human Services	Administrative Unit
Name/Title	Margaret DeVico	Policy Coordinator
Phone/email	(201) 547 6517	mdevico@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The Hudson County Dept. of Health & Human Services is responsible for providing homelessness prevention services in Jersey City. They have awarded Garden State Episcopal CDC a contract to conduct outreach and direct service to individuals without permanent residences. The County was able to partially fund GSE CDC, but also require assistance from municipalities in Hudson County to fully fund the complete scope of services outlined in the contract. This resolution grants \$100,000 in cash and an additional \$65,040 in in-kind funding to GSE CDC to enable them to fulfill their service contract with the County.

Cost (Identify all sources and amounts)

\$100,000 cash, \$65,040 in-kind

Contract term (include all proposed renewals)

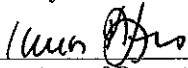
January 1, 2015 – December 31, 2015

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director
KEVIN LYONS FOR DIR. Flanagan

1/9/15
Date

AGREEMENT

AGREEMENT made this ____ day of _____, 2015 between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey ("City") and **GARDEN STATE EPISCOPAL COMMUNITY DEVELOPMENT CORPORATION** ("GSECDC" or "Contractor"), a non-profit corporation

WHEREAS, the City Department of Health and Human Services (Department), requires homelessness prevention services to ensure that individuals and families without a permanent residence can access counseling, social services, and clinical assistance; and

WHEREAS, the County of Hudson (County) awarded a grant in the amount of \$123,841.00 to Garden State Episcopal Community Development Corporation (GSECDC), a non-profit corporation, to be used to fund the operations of the City's homelessness prevention program; and

WHEREAS, as a condition of the County's grant award to GSECDC, the City is required to contract with GSECDC to provide outreach and clinical services to the homeless population in Jersey City; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.26, this contract award is not subject to the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq. because the contract is with a non-profit corporation; and

WHEREAS, Resolution _____ approved on _____ 2015 authorized this Agreement between the City and the Contractor;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

Contractor shall provide homelessness prevention services to ensure that individuals and families without a permanent residence can access counseling, social services, and clinical assistance.

ARTICLE II

Scope of Services

1. Contractor shall perform for the City for a total cost of \$100,000.00 all the services as described in the Contractor's Proposal (Exhibit "A"), which is attached hereto and incorporated herein by reference. The contract consists of this Agreement and the Contractor's Proposal. This Agreement and the Contractor's Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the Contractor's Proposal, the provisions of this Agreement shall govern over the provisions of the Contractor's Proposal.

2. The contract term is for one year effective as of January 1, 2015 and ending on December 31, 2015.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Contractor. Any modifications which increase the compensation of Contractor shall require the prior authorization of the governing body of the City.

ARTICLE III

Contractual Relationship

1. In performing the services under this agreement, Contractor shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Contractor shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. Contractor shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV

Compensation and Payment

1. The total contract amount shall not exceed the sum of \$100,000.00. Compensation shall be payable upon submission and verification of invoices to the Director of the Department of Health and Human Services. Each invoice shall include a description of all services and materials for which the invoice is being submitted. Contractor understands that each invoice must be submitted to the governing body of the City for approval prior to payment. The governing body meets on the second and fourth Wednesdays of each month. The processing time for payment is approximately three (3)

weeks.

2. In addition to the contract funds of \$100,000.00, the City will provide the services of various City employees having a value of \$65,040.00 to assist GSECDC in the performance of the contract services.

ARTICLE V Insurance

1. Contractor shall purchase and maintain the following insurance during the terms of this Contract:

A. \$2,000,000.00 single limit per occurrence in personal/general liability insurance. Insurance certificate must name the City of Jersey City as an additional insured.

B. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Contractor in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) (Statutory).

C. Automobile Liability in the minimum amount of \$2,000,000.00 single limit per occurrence.

2. Contractor agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided in insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Contractor shall furnish the City certificates of each insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for the period specified below.

All coverage should remain in effect for the term of the contract.

ARTICLE VI Indemnity

The Consultant shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and for any costs and expenses to which the City and its respective employees may be subjected, or which they may suffer or

incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission, or negligent act of the Consultant or anyone employed by the Consultant in the performance of this contract.

ARTICLE VII
Entire Agreement

1. This Agreement constitutes the entire agreement between City and Contractor. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

2. This agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE VIII
Assignment

Contractor shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the City. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE IX
Notice

All notices or other communications given hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Robert Kakoleski
City Business Administrator
City Hall
280 Grove Street
Jersey City, NJ 07302

ARTICLE X

Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$36,000.00, it shall be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$36,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$36,000.00).

ARTICLE XI
Certification of Funding

Pursuant to N.J.A.C. 5:30-5.5c, the continuation of the contract after the expenditure of funds encumbered in the 2015 fiscal year budget shall be subject to the availability and appropriation of sufficient funds in the 2015 fiscal year temporary and permanent budgets.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Attest:

City of Jersey City

Robert Byrne, City Clerk

Robert Kakoleski, Business Administrator

Attest:

Garden State Episcopal Community
Development Corporation

Garden State Episcopal Community Development

Outreach Program 2014

Summary

Years of serving the homeless with the Housing First model have provided GSECDC with a thorough understanding of the needs of chronically homeless consumers and the service interventions required to help them obtain and remain in their housing. GSECDC is firmly committed to the Housing First Model and has been applying the tenets of this model to all of our supportive housing programs for the past 6 years. GSECDC believes that homeless consumers should be provided with the opportunity to access permanent housing without preconditions, and that everyone is "housing ready". All of the consumers of GSECDC's supportive housing programs were homeless or chronically homeless at time of entry, were living with mental illness or other serious disability and were significantly disconnected from community services. The GSECDC case management staff are well trained in engagement techniques to connect with and assist the service resistant population of homeless consumers. After moving into supportive housing, these consumers have demonstrated improvement in quality of life in the areas of physical and mental wellness, reduced/safer substance use, and stability in their housing. GSECDC staff are familiar and comfortable with the use of the Harm Reduction approach, and this guides all facets of the program and interventions. For 10 years, the GSECDC Hudson CASA program has provided comprehensive case management services, home finding and job search assistance to consumers in the Hudson County community. In February 2014, Hudson CASA transitioned into the Hudson CASA Coordinated Entry Program which serves as the point of entry for homeless services and housing for the entire county.

There exists a substantial population of individuals and families who are homeless in Hudson County. Within this homeless population, there is a group of at least 100 individuals who do not usually access the shelter and emergency services available to them. The severe winter of 2013-14 raised significant concerns about them, and an effort was made to provide emergency shelter for these individuals, who normally do not request shelter or services. GSECDC proposes that the Outreach Project will regularly pay visits to selected sites, to include: Port Authority transportation centers, especially Journal Square; NJ Transit facilities, the Hoboken terminal; street locales in Journal Square, near Pershing Field and in Lower Jersey City and other sites to be determined as project develops. The team will have the capacity to engage and offer service to the identified group. Outreach is a process which requires substantial time and contact with individuals who traditionally resist mainstream services. The outreach workers will embrace a Harm Reduction model of engagement, which has been shown to be effective when serving this population. The

Harm Reduction model meets the individual “where they are” and promotes incremental change. The approach will be non-threatening and the tasks undertaken will be designed to be achievable. Many homeless have no trust of service providers, due to personal issues or from their history of rejection and negative experiences. GSECDC staff will work to develop a trusting relationship with these unsheltered homeless consumers to foster the effective engagement needed for assistance is set in motion. Cultural and ethnic competence in the staff will be prioritized.

The process follows initial contact in the community where the homeless congregate. The team will establish regular and predictable visits, educate consumers about services available for them, gather information on those encountered, provide incentives, on the spot (such as sandwiches, hygiene kits, blankets, ponchos, bus-tickets, toiletries and other useful items), and will include a nurse who can immediately begin to address health concerns or questions. The team will encourage the homeless to connect with the Hudson CASA Coordinated Entry Program and Homeless Drop-in Center, the day following the encounter, where they will be engaged with case management, **in their own time**, in order to provide comprehensive assessment and service. Persons with outstanding mental health issues, addiction and other special needs will be assessed and linked with these services, if they are willing to accept them. Staff will utilize Motivational Interviewing as an important program tool. The team will work collaboratively with other agencies, as well as with local Police Departments and Emergency Rooms so that they can be called in to assist when needed.

The GSECDC Outreach Project will serve 100 individuals in a 12 month period. This will be accomplished through the deployment of skilled professional case management, peer outreach staff and skilled nursing to the locations where the unsheltered homeless are known to congregate.

- 1) 25% of consumers will be linked to emergency shelter under regular conditions. This will be accomplished through collaboration with PERC, whereby the identified consumers will be transported to PERC Shelter by outreach staff, provided with access to emergency shelter, showers, food and services. 90% of consumers will be linked with emergency shelter under severe weather conditions. This will be accomplished through collaboration with both PERC and the HC designated alternative shelter site, to provide a low-threshold option to those who may be mistrustful or fearful of staying in a traditional shelter or overflow setting.
- 2) 50% of consumers will be linked to medical services. This will be accomplished by having an RN on the outreach team who will be able to interface regularly with the consumers and assist with general health screenings and concerns, building trust while assessing the consumers’ additional needs. The nurse will be familiar with FQHC’s who

provide healthcare for the homeless and provide linkage for additional medical services.

- 3) 25% of consumers will be linked to mental health and/or addiction services which will be accomplished through partnerships with Jersey City Medical Center's Behavioral Health and Addictions Services. Consumers can be referred for assessment and services.
- 4) 10% of consumers will be linked to permanent housing by the end of 12 months. Through linkage with the Hudson CASA Coordinated Entry Program, all consumers who identify a desire to be placed in housing will be enrolled with a HCCEP Case Manager to develop a housing plan and begin the process of accessing available housing within the Housing First Framework.

All homeless, unsheltered consumers are eligible for participation in the Outreach Project. Initial contacts will determine homeless status based on outreach worker assessment/observation. Staff will attempt to gather data on consumers if they are agreeable. Alternate tracking (i.e. through description and location of consumer, will be kept in agency files if consumer refuses or cannot provide identifying information). Willing consumers will be linked to the HCCEP for comprehensive intake. Needs and vulnerabilities will be thoroughly assessed, starting with emergent shelter need; staff will screen for eligibility for available housing and service options; link consumers to appropriate services. Rejection/termination would follow existing GSECDC policies- only those consumers who threatened to harm or harmed a staff person would be excluded from service. In this case, the consumer would be referred to mobile crisis for evaluation and would be welcomed back into service if the behavior was stabilized.

Street Outreach:

	Individuals
Number expected to contact through outreach annually	100
Number expected to engage in case management annually	75
Number of unsheltered to be placed in emergency shelter	50
Number of unsheltered to be permanently housed	10
Other: Number of unsheltered to be linked with medical service	50
Other: Number of unsheltered to be linked with behavioral health	25

funding

73841

50000

45000

55000

24800

40240

85240

Street Outreach Budget

				Total	CDBG County	SSH County	CDBG City	CSBG City	In-Kind City	Meal Reimb City	Total	
Personnel Costs:												
Program Supervision @ 25% FTE				\$16,750	\$6,340.64	\$4,293.44	\$3,864.10	\$2,251.82			\$16,750	\$0.00
Peer Outreach - P/T @ \$14 per hour/16 hours week				\$11,648	\$4,409.30	\$2,985.67	\$2,687.10	\$1,565.92			\$11,648	\$0.00
Peer Outreach - P/T @ \$14 per hour/16 hours week				\$11,648	\$4,409.30	\$2,985.67	\$2,687.10	\$1,565.92			\$11,648	\$0.00
Peer Outreach - P/T @ \$14 per hour/16 hours week				\$11,648	\$4,409.30	\$2,985.67	\$2,687.10	\$1,565.92			\$11,648	\$0.00
Peer Outreach - P/T @ \$14 per hour/16 hours week				\$11,648	\$4,409.30	\$2,985.67	\$2,687.10	\$1,565.92			\$11,648	\$0.00
Peer Outreach - P/T @ \$14 per hour/24 hours week				\$17,472	\$6,613.95	\$4,478.51	\$4,030.66	\$2,348.89			\$17,472	\$0.00
Peer Outreach - P/T @ \$14 per hour/24 hours week				\$17,472	\$6,613.95	\$4,478.51	\$4,030.66	\$2,348.89			\$17,472	\$0.00
Outreach Case Manager - Full Time				\$38,000	\$14,384.73	\$9,740.34	\$8,766.31	\$5,108.62			\$38,000	\$0.00
Coordinated Entry - Drop In Coordinator				\$8,565				\$8,565			\$8,565	\$0.00
Outreach Specialist - Coordinated Entry				\$12,406				\$12,406			\$12,406	\$0.00
Coordinated Entry - Intake/Assessment Worker P/T				\$15,833						\$15,833	\$15,833	-\$0.33
											\$0	\$0.00
												\$0.00
Total Salaries				\$173,090	\$51,590	\$34,933	\$31,440	\$39,293	\$0	\$15,833	\$173,090	-\$0.33
												\$0.00
												\$0.00
Fringe Costs												\$0.00
Fica/SUI/SDI	11.65			\$20,165	\$6,010	\$4,070	\$3,663	\$4,578	\$0	\$1,845	\$20,165	-\$0.04
Medical	17			\$10,025	\$2,445	\$1,656	\$1,490	\$4,434	\$0		\$10,025	\$0.00
Pension	5			\$3,740	\$719	\$487	\$438	\$1,304	\$0	\$792	\$3,740	-\$0.02
Workers Comp	3.57			\$6,179	\$1,842	\$1,247	\$1,122	\$1,403	\$0	\$565	\$6,179	-\$0.01
												\$0.00
Total Fringe Benefit Cost				\$40,110	\$11,017	\$7,460	\$6,714	\$11,718	\$0	\$3,202	\$40,110	-\$0.07
												\$0.00
												\$0.00
Total Personnel Costs				\$213,200	\$62,607	\$42,393	\$38,154	\$51,011	\$0	\$19,035	\$213,200	-\$0.40
												\$0.00
												\$0.00
Consultants:												\$0.00
Nurse @ \$50 per hour - 8 hours per week				\$20,800					\$20,800		\$20,800	\$0.00
												\$0.00
Office Supplies @ \$100 per month				\$2,109	\$454.35	\$742.59	\$668.53	\$243.53			\$2,109	\$0.00
2 Laptops @ \$1,500 each (includes software)											\$0	\$0.00
Computer Maintenance				\$600	\$227.13	\$153.79	\$138.42	\$80.66			\$600	\$0.00
												\$0.00
												\$0.00
Communications:												\$0.00
3 cell phones @ \$70 per month each				\$2,520	\$953.93	\$645.94	\$581.34	\$338.78			\$2,520	\$0.00
Internet for 2 Laptops @ \$65 per month each				\$1,560	\$590.53	\$399.87	\$359.88	\$209.72			\$1,560	\$0.00
												\$0.00
												\$0.00
												\$0.00
Client Assistance:												\$0.00
Toiletries, hygiene kits,				\$4,000					\$4,000		\$4,000	\$0.00
Food				\$5,100						\$5,100	\$5,100	\$0.00
Bus Tickets, Blankets, etc.				\$5,066		\$1,537.95	\$1,471.33	\$951.62		\$1,105	\$5,066	\$0.10
												\$0.00
Transportation Costs:												\$0.00
Gas (\$100 per week)				\$5,200	\$1,968.44	\$1,332.89	\$1,199.60	\$699.07			\$5,200	\$0.00
Van Lease @ 400 per month				\$3,826	\$1,427.00	\$1,025.30	\$835.59	\$537.75			\$3,826	\$0.36
(First year would require deposit of \$3,000-\$4,000 for lease)				\$3,000	\$3,000						\$3,000	\$0.00
												\$0.00
Vehicle Commercial Insurance				\$6,500	\$2,460.55	\$1,666.11	\$1,499.50	\$873.84			\$6,500	\$0.00
Vehicle Maintenance												\$0.00
Oil Changes, cleaning				\$400	\$151.42	\$102.53	\$92.28	\$53.77			\$400	\$0.00
												\$0.00
Total Direct Costs				\$273,881	\$73,841	\$50,000	\$45,000	\$55,000	\$24,800	\$25,240	\$273,881	\$0.06
												\$0.00
Sr. Accountant				\$15,000						\$15,000	\$15,000	\$0.00
												\$0.00
Total Costs				\$288,881	\$73,841	\$50,000	\$45,000	\$55,000	\$24,800	\$40,240	\$288,881	\$0.06
												\$0.00
												\$0.00
				\$288,881.00	\$73,841	\$50,000	\$45,000	\$55,000	\$24,800	\$40,240	\$288,881	\$0.00
												\$0.00
				0	0	0	0	0	0	0	0	\$0.00

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15-030

Agenda No. 10.Z.1

Approved: JAN 14 2015

TITLE:



Resolution Commending The Reverend Dr. Ercel F. Webb School (P.S. #22) for Holding the Junior Mayoral Elections of Jersey City

Council as a whole, offered and moved adoption of the following resolution:

WHEREAS, the Juniors Association Biztown of New Jersey is an approach to financial literacy, entrepreneurship, and work readiness for 5th and 6th grade students whereby schools partner up with companies; and

WHEREAS, Rev. Dr. Ercel F. Webb School - P.S. 22 is a public school in Jersey City, New Jersey participated in the Biztown program and selected the City of Jersey City as their company; and

WHEREAS, among the jobs offered in this program, is the job of mayor. Once the students saw this possibility they insisted that a mayor be elected for the class. This was the genesis of the Junior Mayoral Elections of Jersey City; and

WHEREAS, each candidate was selected through a primary within their homerooms. Once selected each candidate ran with the support and participation of their homeroom peers. Each of the 3 homerooms had a "political facilitator" from the Mayor Steve Fulop's office who helped the class organize and run campaigns; and

WHEREAS, the following 5th Grade Classes and Political Facilitators were involved:

- 1) Ms. Figueroa's class - "Political Facilitator" Jeremy Farrell
- 2) Ms. Solivan's class - "Political Facilitator" Muhammed Akil
- 3) Ms. Douglas & Ms. Ortiz Class - "Political Facilitator" Brian Platt

WHEREAS, after much campaigning and debates, the PS#22 Junior Mayoral Elections of Jersey City were held on Dec. 12, 2015 and the winners are as follows:

Mayor: Amirah Calamito (Winner)

Deputy Mayor: Christopher Gonzales (Runner Up)

Deputy Mayor: Darrell McCants (Runner Up)

Now, Therefore, It Be Resolved, that the Municipal Council of the City of Jersey City does hereby commend the winners of the class elections and wishes them much success in the future.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.031
Agenda No. 10.Z.2
Approved: JAN 14 2015
TITLE:



A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 50 FOOT LOADING ZONE AT 507 WEST SIDE AVENUE, AND A 60 FOOT LOADING ZONE AT 759 WEST SIDE AVENUE, MONDAY THROUGH SATURDAY, 8:00 A.M. TO 5:00 P.M.

Council as a whole
resolution:

offered and moved adoption of the following

WHEREAS, the provisions of N.J.S.A. 39:4-197 (3) (b) provide that the Director of Architecture, Engineering, Traffic and Transportation (Director) of the Municipality may make and promulgate regulations designating; amending; and/or deleting loading zones; and

WHEREAS, the provisions of Section 3-46(A)(D)(6) of the Traffic Code of the City of Jersey City provide that the Director may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, the Director has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulations (Nos. 15-001 and 15-002) be promulgated designating a loading zone at the locations described therein.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City; that

a. The attached regulations shall be a part of the Manual of Loading Zone Designations of the City of Jersey City designating a loading zone at the following location:

(Reg. 15-001) 507 West Side Avenue, west side, beginning 75 feet south of Union Street and extending to a point 50 feet southerly, Monday through Saturday, 8:00 a.m. to 5:00 p.m.
(Reg. 15-002) 759 West Side Avenue, west side, beginning 95 feet south of Duncan Avenue and extending to appoint 60 feet southerly, Monday through Saturday, 8:00 a.m. to 5:00 p.m.

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection
c. The regulation shall take effect at the time and in the manner as provided by law.

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Municipal Engineer

APPROVED: _____
Business Administrator

JDS:pc1
(01.09.15)

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.14.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 50 FOOT LOADING ZONE AT 507 WEST SIDE AVENUE, AND A 60 FOOT LOADING ZONE AT 759 WEST SIDE AVENUE, MONDAY THROUGH SATURDAY, 8:00 A.M. TO 5:00 P.M.

Initiator

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Councilman Ramchal on behalf of Bravo/Met Supermarket, 507 West Side Avenue and Fine Fare Supermarket, 759 West Side Avenue	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Designate 50 feet in front of the Bravo/Met Supermarket, 507 West side Avenue, as "no parking" for loading and unloading tractor trailers, Monday through Saturday, 8 a.m. to 5 p.m. and designate 60 feet in front of the Fine Fare Supermarket, 759 West Side Avenue, as "no parking" for loading and unloading tractor trailers, Monday through Saturday, 8 a.m. to 5 p.m.

There is a loading zone fee of \$75.00 per u-post installation and loading zone sign. Each loading zone will require two u-posts and two signs for a total cost of \$300.00. Upon adoption of the Resolution and payment of the fee by the applicant for the loading zones the signs will be installed.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date





STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC & TRANSPORTATION
JERSEY CITY MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 547 4703



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

Regulation 15-001

January 9, 2015

**LOADING ZONE REGULATION
DESIGNATED**

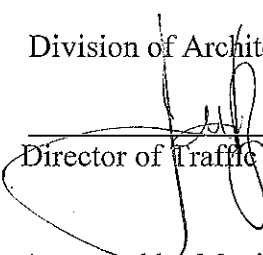
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-46 (A) (D) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone.

507 West Side Avenue – West Side

Beginning at a point approximately 75 feet south of Union Street and extending to a point 50 feet southerly therefrom.

Time: Monday through Saturday
8:00 a.m. to 5:00 p.m.

Division of Architecture, Engineering, Traffic and Transportation



Director of Traffic & Transportation

Approved by Municipal Council Resolution:

Date: _____



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC & TRANSPORTATION
JERSEY CITY MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 547 4703



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

Regulation 15-002

January 9, 2015

**LOADING ZONE REGULATION
DESIGNATED**

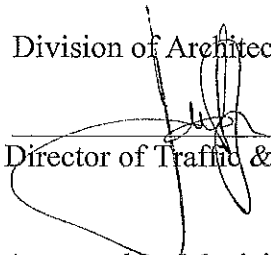
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-46 (A) (D) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone.

759 West Side Avenue – West Side

Beginning at a point approximately 95 feet south of Duncan Avenue and extending to a point 60 feet southerly therefrom.

Time: Monday through Saturday
8:00 a.m. to 5:00 p.m.

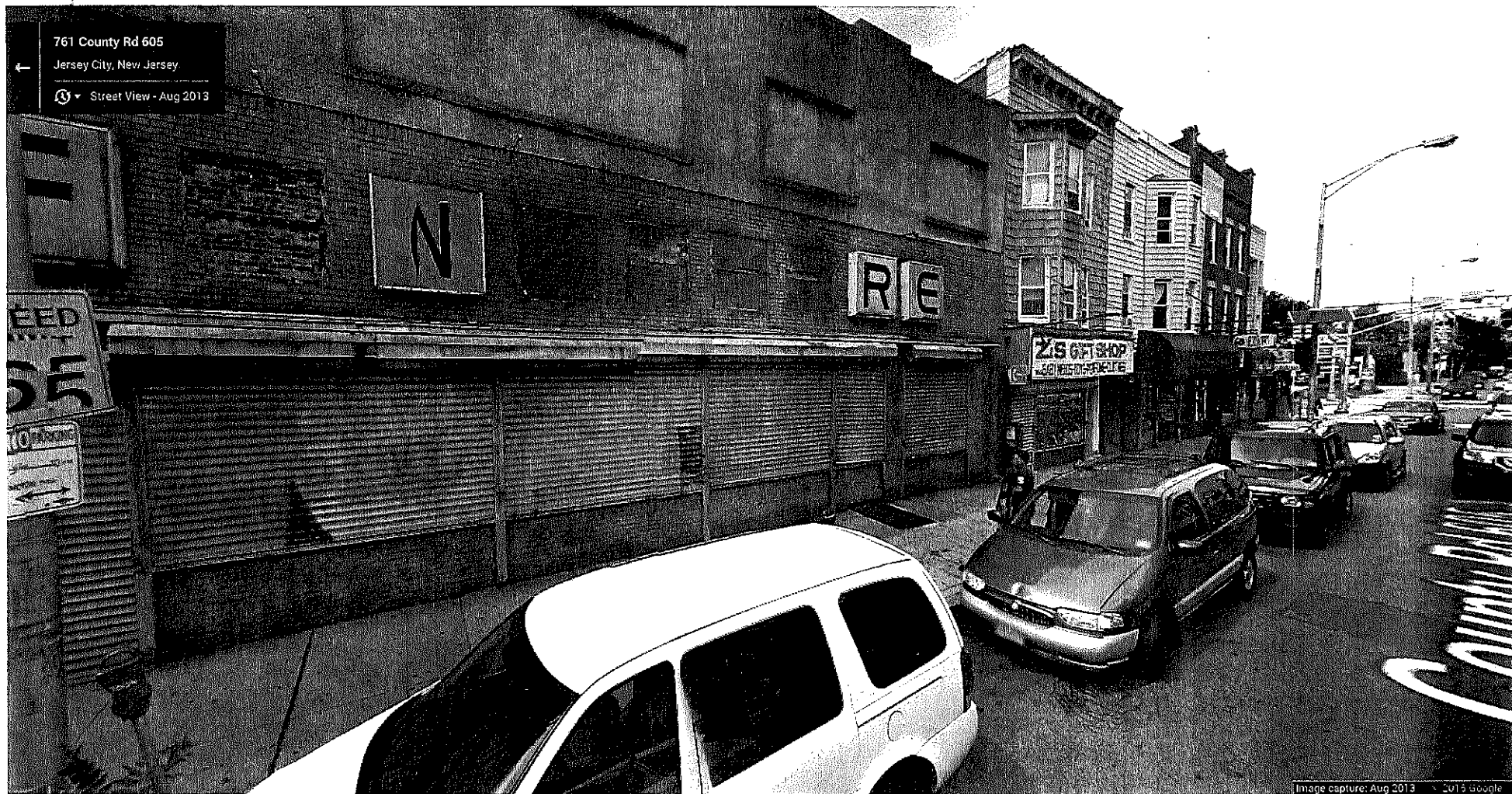
Division of Architecture, Engineering, Traffic and Transportation



Director of Traffic & Transportation

Approved by Municipal Council Resolution:

Date: _____



Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15,032

Agenda No. 10.2.3

Approved: JAN 14 2015

TITLE:



**RESOLUTION OPPOSING LEGISLATION TRANSFERRING MANAGEMENT OF
LIBERTY STATE PARK FROM THE STATE DEPARTMENT OF ENVIRONMENTAL
PROTECTION TO THE NEWLY CREATED MEADOWLANDS REGIONAL
COMMISSION, URGING REVERSAL OF THIS TRANSFER, AND DISAPPROVING
ANY MEASURES THAT WOULD RESULT IN THE PRIVATIZATION OR
REDEVELOPMENT OF LIBERTY STATE PARK WITHOUT PUBLIC SCRUTINY**

WHEREAS, on December 22, 2014, just before recessing for Christmas, the State legislature passed the Hackensack Meadowlands Agency Consolidation Act (A3969/S2647), a bill designed to consolidate the agencies currently managing the Meadowlands into a new autonomous agency, the Meadowlands Regional Commission, and restructuring tax provisions impacting the towns bordering the region; and

WHEREAS, on January 5, 2015, it was reported by NJ Advance Media for NJ.com that shortly before the bill's passage, Governor Chris Christie's administration "insisted" that the State Legislature insert an amendment to the bill that transfers management of Liberty State Park from the State Department of Environmental Protection's (DEP) Division of Parks and Forestry to the newly created Meadowlands Regional Commission. In addition to the transfer, the Act authorizes the Commission to "evaluate, approve, and implement any plan or plans for the further preservation, development, enhancement, or improvement of Liberty State Park." The bill currently awaits the Governor's signature; and

WHEREAS, since 2010, the Christie administration has advocated measures to privatize various management functions of and services offered within Liberty State Park and other New Jersey State Parks. The amendments to A3969/S2647 have been interpreted as furthering the administration's goals of privatizing and redeveloping Liberty State Park without public scrutiny; and

WHEREAS, Liberty State Park is a State and national treasure, consisting of approximately 600 acres of parkland and over 500 water acres in the City of Jersey City, providing a respite from the dense urban environment of Hudson County and direct views of the New York City skyline as well as access to Ellis Island and the Statue of Liberty and local attractions such as the Liberty Science Center, the historic Central Railroad of New Jersey Terminal, and the Empty Sky memorial; and

WHEREAS, DEP, through its Division of Parks and Forestry, has managed the park since 1976 and, for over 25 years, has built a productive working relationship with the Friends of Liberty State Park (FOLSP), a volunteer-driven parks conservancy and officially recognized Friends Organization of the NJ Division of Parks and Forestry, to protect, beautify, and promote Liberty State Park; and

WHEREAS, local citizen advocates, including groups such as the FOLSP, have historically fended off efforts to privatize and develop Liberty State Park, including proposals to develop the park as a golf course, a water park, and commercial amphitheater; and

City Clerk File No. Res. 15.032Agenda No. 10.2.3 JAN 14 2015

TITLE:

WHEREAS, on January 8, 2015, the Jersey City Parks Coalition circulated a letter to Governor Christie denouncing the transfer of Liberty State Park to the Meadowlands Regional Commission. To date, 15 local and State environmental groups and businesses have signed on to the letter, including FOLSP, Civic JC, Duncan Avenue Neighborhood Association, Environment New Jersey, Farms in the Heights, Harsimus Cove Association, New Jersey League of Conservation Voters, NY/NJ Baykeeper, Pershing Field Garden Friends, Riverview Neighborhood Association, Jersey City Reservoir Preservation Alliance, Hackensack Riverkeeper, and Law Offices of Douglas J. Fleisher. The Jersey City Environmental Commission is also a signatory;

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City opposes the amendments to the Hackensack Meadowlands Agency Consolidation Act (A3969/S2647) and the transfer of management of Liberty State Park from the State Department of Environmental Protection to the newly created Meadowlands Regional Commission; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Municipal Council urges reversal of the transfer, through superseding legislation or other appropriate measures; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Municipal Council affirms that Liberty State Park is an essential public resource to our State and region and disapproves any measures that would result in the privatization or redevelopment of Liberty State Park without public scrutiny.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando P. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION CONDEMNING LEGISLATION TRANSFERRING MANAGEMENT OF LIBERTY STATE PARK FROM THE STATE DEPARTMENT OF ENVIRONMENTAL PROTECTION TO THE NEWLY CREATED MEADOWLANDS REGIONAL COMMISSION, URGING REVERSAL OF THIS TRANSFER, AND OPPOSING ANY MEASURES THAT WOULD RESULT IN THE PRIVATIZATION OR

Initiator

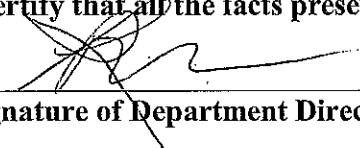
Department/Division	Municipal Council	
Name/Title	Rolando R. Lavarro, Jr., Council Pres.	
Phone/email	201-547-5268	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

(1) To express the position of the Municipal Council of Jersey City in opposition to the amendments to the Hackensack Meadowlands Agency Consolidation Act (A3969/S2647) and the transfer of management of Liberty State Park from the State Department of Environmental Protection to the newly created Meadowlands Regional Commission; (2) to urge reversal of the transfer, through superseding legislation or other appropriate measures; and (3) to affirm the Municipal Council's position that Liberty State Park is an essential public resource to our State and region and denounces any measures that would result in the privatization or redevelopment of Liberty State Park without public scrutiny.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15. 033

Agenda No. 10.2.4

Approved: JAN 14 2015

TITLE:



RESOLUTION SUPPORTING PORT AUTHORITY CHAIRMAN JOHN DEGNAN'S DECISION TO TABLE PROPOSALS TO CUT OVERNIGHT AND WEEKEND SERVICE ON THE PORT AUTHORITY TRANS-HUDSON (PATH) RAILROAD AND ADVOCATING A CITIZEN-INCLUSIVE PROCESS TO EXPLORE MEASURES TO EXPAND PATH TRAIN SERVICE

WHEREAS, on December 26, 2014, a 99-page report titled "Keep the Region Moving" was released by the Special Panel on the Future of the Port Authority, recommending reforms intended to improve the operation of the Port Authority of New York and New Jersey (hereinafter the "Report"). The Report included several proposals, justified as cost-savings measures, that would result from service cuts to the Port Authority Trans-Hudson (PATH) Railroad, including cuts to overnight service on weeknights from 1 to 5 a.m. as well as weekend service; and

WHEREAS, the Special Panel was comprised of individuals appointed by New Jersey Governor Chris Christie and New York Governor Andrew Cuomo, and was convened as a response to ongoing inquiries concerning corruption, patronage and lack of accountability by the bi-state agency. Concurrently, the New Jersey and New Jersey State Legislatures each passed bipartisan, comprehensive legislation to reform the Port Authority and improve oversight and transparency; and

WHEREAS, Governors Christie and Cuomo both vetoed the reform legislation, but publically endorsed the Special Panel's scaled back reform recommendations as well as its proposed service cuts; and

WHEREAS, the Report estimated that ending weeknight PATH service could save \$10 million per year; however, such savings amount to one tenth of one percent of the agency's \$7.8 billion annual budget; and

WHEREAS, the PATH system is one of just four 24-hour mass transit systems in the United States; and one of the nation's busiest mass transit systems, averaging 73 million annual riders over the past five years. An estimated 390,000 people annually use the PATH train on weeknights between the hours of 1 and 5 a.m. alone; and

WHEREAS, the Report sought to minimize the impact of service cuts on PATH riders, suggesting that patrons "slightly alter their travel plans to ride the last train before operations cease or the first train after they recommence." In doing so, the Report was particularly insensitive to the needs of low- and moderate-income PATH riders who depend on overnight service to commute to or from overnight shifts as well as the lack of alternative public transit options that run between the States overnight. The Report also failed to recognize that at \$2.75 per ride, the PATH train provides one of the most affordable entry points to and from New York City, especially relative to bridge and tunnel tolls ranging as high as \$9.75 for EZ-Pass® or \$14.00 cash during overnight hours; and

WHEREAS, opposition to the PATH train service cuts has been widespread. While citizens launched a petition drive, Jersey City's Mayor Steven M. Fulop publically condemned proposals in the Report and, on January 5, 2015, stood alongside more than a dozen Hudson County lawmakers at the Grove Street PATH to oppose any cuts to overnight and weekend PATH service. On January 12, 2015, addressing the North Jersey Transportation Planning Authority, New Jersey State Transportation Commissioner Jamie Fox criticized the Report's recommendations and advocated for expanding, rather than curtailing, PATH train service; and

City Clerk File No. Res. 15,033Agenda No. 10.2.4. JAN 14 2015

TITLE:

WHEREAS, following the wave of public criticism, on January 14, 2015, Port Authority Board Chairman John Degnan announced that he will table the proposal to cut overnight PATH train service. It was further reported by N.J. Advance Media for NJ.com that, according to Degnan, "no steps would be taken without appropriate study, public hearings and consultation with lawmakers in both states"; and

WHEREAS, in 1962 Port Authority of New York and New Jersey took over the Hudson and Manhattan Railroad Company, renaming the service the Port Authority Trans-Hudson (PATH) Railroad. The purchase of this vital rail link between New Jersey and New York by the Port Authority and the cost of its perpetual subsidy was undertaken to balance development and investment on both sides of the Hudson River; and

WHEREAS, both the City of Jersey City and the State of New Jersey have provided large incentives to attract residents and businesses to move across the river and relocate in Jersey City, thus, boosting the regional economy and enlarging the income and property tax base. Jersey City is currently undergoing a development boom, particularly around PATH stations, and the availability of 24-hour access to New York City is a key part of Jersey City's appeal to prospective residents and developers; and

WHEREAS, in light of the expected growth and development in Jersey City and surrounding region in coming years and the millions of riders who depend on public transit to commute within the New York metropolitan area, Commissioner Fox, Mayor Fulop and other lawmakers have called for expanding PATH service to accommodate increased ridership; and

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of Jersey City supports the decision of Port Authority Board Chairman John Degnan to table recommendations set forth in the Report of the Special Panel on the Future of the Port Authority that would cut overnight and weekend PATH service and urges the Chairman to undertake a citizen-inclusive process to explore measures to expand PATH service; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Municipal Council urges New Jersey Governor Chris Christie, the New Jersey State Legislature, and our representatives in Congress to safeguard overnight and weekend PATH service; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Clerk of the City of Jersey City shall cause a copy of the final passed version of the within Resolution to be provided to Governor Christie, Port Authority Board Chairman John Degnan, Jersey City's representatives in the New Jersey State Senate and Assembly, Jersey's City's representatives in Congress, the Hudson County Board of Chosen Freeholders, and all Mayors presiding in municipalities in Hudson County.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐


APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk